Chapter One

Introduction and General Information

Table of Contents

I. Personnel Policies Manual 2

A. Purpose of the Personnel Policies Manual 2
B. Maintenance of the Personnel Policies Manual 2
C. Applicability of the Personnel Policies Manual 3

II. The Human Resources Philosophy 3

III. City Manager, Director of Human Resources, and Department Heads 3

A. Authority of the City Manager 3
B. Role of the Director of Human Resources 4
C. Role of Department Heads 4

IV. Implementation 4

V. Effective Date 6

Personnel Administrative Instruction 1.1 – Record of Employee

Personnel Administrative Instruction 1.2 – Volunteer Program

CHAPTER ONE

Introduction and General Information

The following Personnel Policies, Procedures, and Programs in this manual for the City of Hampton are enacted under the guidance and authority of the City Manager:

I. Personnel Policies Manual

A. Purpose of the Personnel Policies Manual

The purpose of this manual is to provide guidance to the City workforce for effective human resources management. This manual and its accompanying Personnel Administrative Instructions (PAI's) will be issued and maintained by the Director of Human Resources and shall contain the policies approved by the City Manager. The policies are intended to provide guidance to employees and managers to allow discretion, while ensuring accountability to citizens. Employees are encouraged to make the decisions necessary to provide effective service to customers.

The City abides by all Federal and State employment laws. In addition, the City is an Equal Opportunity Employer committed to fair employment practices. City employees are held to the highest ethical standards in the performance of duties.

B. Maintenance of the Personnel Policies Manual

This manual and its accompanying Personnel Administrative Instructions (PAI's) will be issued and maintained by the Director of Human Resources. The Personnel Policies Manual shall contain the policies approved by the City Manager together with any PAI's necessary for their implementation. The Personnel Policies Manual and PAI's are maintained in electronic form and hard copy.

C. Applicability of the Personnel Policies Manual

This manual shall apply to all positions and employees of the City of Hampton, except: members of City Council; elected officials and their employees not covered by written agreement; the City Manager; the City Attorney; and any other employees who may be excluded under Section 15.2-1507(A)(3) of the Code of Virginia and other special or unusual situations where, in the opinion of the Director of Human Resources, an exception to this manual would be in the best interest of the City. Exceptions shall be documented and maintained by the Department of Human Resources.

II. The Human Resources Philosophy

All employees contribute to achieving the City's mission. The City is committed to providing an environment that values diversity and is free from discrimination and harassment. The City also maintains a zero tolerance for alcohol and drugs in the workplace. Managers and supervisors are strongly encouraged to provide opportunities for employee development and participation. The employment relationship is characterized by honest communication and mutual respect and accountability. All employees are expected to work collaboratively to accomplish the City's mission.

III. City Manager, Director of Human Resources, and Department Heads

A. Authority of the City Manager

The City Manager shall have final authority for administration of this manual which shall be accomplished through the Director of Human Resources. The Director of

Human Resources shall serve as the source of expertise in the application and intent of the City's personnel policies and be responsible for the development of policy recommendations and PAI's. In cases where policies appear to conflict, the City Manager in consultation with the Director of Human Resources shall make a determination as to the application of policy.

B. Role of the Director of Human Resources

1. The Director of Human Resources shall develop and maintain personnel information systems that support the organization's overall objectives and provide managers and supervisors with an effective means of managing staffing levels and administering employee pay.
2. The Director of Human Resources shall provide support services in the areas of training and organizational development, recruitment and retention, compensation, employee relations, and performance management.
3. The Director of Human Resources shall provide for formal recognition of employees and volunteers annually.

C. Role of Department Heads

Department Heads or designees perform the following personnel management functions:

1. Screen, interview and select applicants for employment and assign duties and responsibilities to employees.

2. Make promotion, demotion, reassignment, separation and other personnel-related decisions for the Department.
3. Make salary decisions under appropriate provisions of this manual.
4. Establish work expectations, deal with conduct and performance issues, maintain discipline, and develop operating procedures.
5. Schedule the activities within the departments to include hours of work, rest and lunch periods, preparation and clean-up time.
6. Ensure that changes in established work schedules are reasonable and made as necessary to maintain efficient operations.
7. Identify training and development needs and provide for on-the-job training (OJT) when necessary and appropriate.
8. Develop organizational structures and staffing levels based on departmental goals and budget.
9. Communicate performance expectations to employees in the support of the City's and department's mission.
10. Issue departmental rules, regulations, and operating procedures necessary for the efficient functioning of the department. These rules and regulations shall be coordinated with the Director of Human Resources or designee to ensure compliance with this

manual.

IV. Implementation

The Department of Human Resources shall have a maximum of 180 calendar days from the date of amendment to implement revision(s) of this manual.

V. Effective Date

This manual shall take effect on the first day of the month following its date of revision, and except as provided elsewhere, shall supersede all Ordinances, previous personnel policies, procedures, and programs for the City.

CHAPTER TWO

EMPLOYEE RELATIONS

Table of Contents

I. Employee Relations Philosophy 1

II. Standards of Conduct 1

III. Equal Employment Opportunity and Sexual Harassment Policies; Complaint and Investigation Procedures 3

A. Equal Employment Opportunity Policy 3
B. Discriminatory Harassment Policy 4
C. Sexual Harassment Policy 5
D. Retaliation Policy 6
E. Manager/Supervisor Responsibilities 6
F. Reporting Allegations of Discrimination and/or Discriminatory Harassment 7
G. Investigation Procedures for Allegations of Discrimination and/or Discriminatory Harassment 7
H. Grievances Related to Discriminatory and/or Sexual Harassment 9
I. Responsibility for Policy Administration 10

IV. Americans with Disabilities Act Amendments Act (ADAAA) 10

V. Substance Abuse Policy, Procedures, and Guidelines 10

VI. Political Activity 11

VII. Union Activity 12

VIII. Public Statements 12

IX. Distinguishing between Employee Misconduct and Poor Performance 12

X. Authorized Disciplinary Actions 13

A. Verbal Warning 14
B. Reprimand 14
C. Suspension 14
D. Suspension with One Year Disciplinary Probation 15
E. Demotion 16
F. Dismissal 16

X. Administrative Leave 18

XI. Alternative Strategies for Dealing with Misconduct and Performance Problems 18

XII. Table of Disciplinary Infractions and Penalties 19

A. How To Use the Table 19
B. Establishing the Penalty 20
C. Requests for Removal of Disciplinary Actions From Personnel Files 20
D. Table of Disciplinary Infractions and Penalties 22

XIII. Format of Disciplinary Letters 26

A. Proposal to Dismiss Letter 26
B. Proposal to Suspend Letter with One Year Disciplinary Probation. 27
C. Proposal to Suspend Letter 28
D. Letter of Final Decision on Dismissals, Demotions, Suspensions with One Year Disciplinary Probation, and Suspensions 29
E. Separation during Probationary Period Letter 30
F. Written Reprimand Letter 31
G. Requirement for Medical Certificate Letter 32
H. Abandonment of Position Letter 33
I. Separation of WAE Employee Letter 34
J. Separation without Prejudice Letter 35

Personnel Administrative Instruction 2.1 – Substance Abuse Policy

Personnel Administrative Instruction 2.2 – Technology and Communications Systems Usage

Personnel Administrative Instruction 2.3 – Americans with Disabilities Act Amendments Act (ADAAA)

CHAPTER TWO

EMPLOYEE RELATIONS

I. Employee Relations Philosophy

All employees are expected to work together to accomplish the City's mission. Managers and employees are partners in ensuring that an effective, efficient, and productive working relationship is established and maintained. Managers and employees share accountability for a high level of performance while ensuring mutual respect for individual rights.

Employees with managerial/supervisory responsibilities, or who direct or assign the work of others, are expected to develop and support a collaborative and productive work environment that accomplishes the City’s mission. Employee proposals, suggestions, and complaints shall be encouraged and considered. Informal daily communication among employees is encouraged to develop the free exchange of information, ideas, and opinions. Other communication tools and strategies, such as bulletin boards, employee newsletters, handbooks, meetings, and a variety of employee involvement activities may be developed to support open communication, information sharing, and employee participation in decision-making processes.

II. Standards of Conduct

Standards of conduct are designed to protect the well-being and rights of all employees, to ensure a safe, efficient government, compliance with law, and accomplishment of the City's mission. While it is impractical to list every aspect of behavior that is or is not appropriate, City employees are expected to be guided by the

highest ethical standards. The following general rules of conduct shall apply:

1. Employees shall comply with all City policies, rules, and regulations, such as those established by the Departments of Human Resources, Finance, and Information Technology, as well as any departmental rules and standard operating procedures.
2. No employee shall engage in unauthorized use or misuse of City property of any kind.
3. No employee shall participate in gambling activity of any kind while on duty.
4. No employee shall use or allow the use of official information gained through job duties for furthering any private interests.
5. No employee shall engage in any outside employment or other activity (paid or otherwise) that interferes in any way with the full performance of job duties and responsibilities.
6. No employee shall engage in criminal, infamous, dishonest, or other conduct prejudicial to the interests of the City of Hampton.
7. No employee shall accept any money, loan, gift, favor, service, or business or professional opportunity under circumstances from which it might be reasonably inferred that such money, loan, gift, favor, service, or business or professional opportunity was given or offered for the purpose of influencing the employee in the discharge of job duties.
8. No employee or applicant shall give or offer to give any money,

loan, gift, favor, service, or business or professional opportunity for any appointment, promotion, assignment, or any advantage in employment with the City of Hampton.

9. No employee or applicant shall make any false statements or perform any other fraudulent act in connection with any City record, examination, certification, application, or appointment under the provisions of this policy.

10. Employees shall conduct themselves in a courteous and polite manner in all dealings with fellow employees, managers/ supervisors, and the general public.

III. Equal Employment Opportunity and Sexual Harassment Policies; Complaint and Investigation Procedures

VI. Equal Employment Opportunity Policy

The City of Hampton is fully committed to the principles of equal employment opportunity in the provision of all services to the public. This policy describes how the City will apply those principles and ensure compliance with applicable federal, state, and local laws relating to equal employment opportunity.

The City of Hampton will make all decisions regarding recruitment, hiring, promotions, and other terms and conditions of employment, without unlawful discrimination on the basis of race, color, religion, sex, national or ethnic origin, disability, age, marital status, genetic information, or any other protected characteristic or factor.

Implementation - The City will make good faith efforts to:

1. Identify and eliminate employment practices and procedures that have an unlawful adverse impact on protected population groups through consideration of factors not clearly related to job performance.
2. Develop and recruit qualified minority, women and disabled applicants, using such special recruitment efforts and other measures to increase the number of qualified minorities and women in applicant pools for available jobs.
3. Take such other narrowly tailored affirmative action to promote the employment and advancement of minorities, women and the disabled as may be consistent with compelling City interests.
4. Nothing in this policy is intended to require or allow preference in employment decisions based on membership in a protected group. Selection for City positions shall be based on a determination of who is best qualified and best suited for a particular position.

VII. Discriminatory Harassment Policy

The City of Hampton is committed to providing a work environment free of any form of discriminatory harassment or related intimidation based on race, color, religion, sex, disability, marital status, national or ethnic origin, or age. Discriminatory harassment is prohibited within the City of Hampton.

Discriminatory harassment is contrary to City policy and may also be illegal. The City defines discriminatory harassment as any unwelcome verbal, written or physical conduct that demeans or shows hostility towards a person on the basis of race, color,

sex, disability, marital status, national or ethnic origin, or age that:

1. Has the purpose or effect of creating an intimidating, hostile or offensive work environment; or
2. Has the purpose or effect of unreasonably interfering with an employee's work performance; and
3. Adversely affects an employee's employment opportunities or compensation.

VIII. Sexual Harassment Policy

Harassment on the basis of sex is a violation of Section 703 of Title VII of the 1964 Civil Rights Act. The City of Hampton is committed to providing a work environment free of any form of sexual harassment or related intimidation. Sexual harassment is prohibited within the City of Hampton.

Sexual harassment is defined as any unwelcome sexual advance, request for sexual favors, or verbal, written or physical conduct of a sexual nature by a manager, supervisor, co-worker or non-employee (third party)**.** The subject of the harassment and the alleged harasser may be male or female. The subject does not have to be of the opposite sex as the alleged harasser. Sexual harassment may take the form of either quid pro quo or hostile work environment harassment.

1. Quid pro quo – A form of sexual harassment when a manager/supervisor or a person of authority gives or withholds a work-related benefit in exchange for sexual favors. Typically, this harasser requires sexual favors from the individual, either rewarding individual for participating in sexual favors or

punishing the individual for refusal to provide sexual favors.

2. Hostile Work Environment – A form of sexual harassment when an individual is subjected to unwelcome and severe or pervasive sexual comments, innuendoes, touching, or other conduct of a sexual nature which creates an intimidating or offensive work environment, or otherwise unreasonably interferes with an employee's work performance.

IX. Retaliation Policy

The City of Hampton is committed to providing a work environment free of any form of retaliation. Retaliation is prohibited within the City of Hampton.

Retaliation is defined as overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or group lawfully exercising rights under the Equal Employment Opportunity Policy.

The City will not tolerate any form of retaliation directed against an employee or third party who either complains about discrimination, harassment, or retaliation, or who participates in any investigation concerning such misconduct. Any act of retaliation will be treated as a separate and distinct violation of this policy.

X. Manager/Supervisor Responsibilities

Employees with managerial/supervisory responsibilities, or who direct or assign the work of others, shall comply with and communicate the City's EEO and harassment policies to employees and report incidents observed or reported that may be in violation of this policy to an appropriate authority.

XI. Reporting Allegations of Discrimination and/or Discriminatory Harassment

Any employee who believes that race, color, sex, national or ethnic origin, disability, age, marital status, genetic information, or any other protected characteristic is a factor in any adverse employment action, or the basis of discriminatory harassment, should bring the matter to the attention of the manager/supervisor or Department Head. Any complaint under this policy shall be made within one year of the most recent act of alleged discrimination. Complaints received outside of this time limit may be investigated at the sole discretion of the City Manager.

If the manager/supervisor or Department Head is involved in or has allowed the discriminatory practice to continue, or if the complainant simply prefers to do so, the employee may contact the Department of Human Resources, the EEO Compliance & Training Officer, or any other manager/supervisor or Department Head. Once an allegation is made that indicates a potential or actual violation of any law and/or regulation pertaining to employment discrimination or harassment, including sexual harassment or retaliation, an investigation will be initiated immediately in accordance with Paragraph G below.

XII. Investigation Procedures for Allegations of Discrimination and/or Discriminatory Harassment

When an employee alleges discrimination or harassment, an investigation will begin immediately by the EEO Compliance & Training Officer, Department Head, or other appropriate individual(s). The EEO Compliance & Training Officer shall

investigate complaints as directed by the City Manager upon the recommendation of the City Attorney, in cases where an allegation has been made against a Department Head, when in the Department Head's opinion, the investigation would be more appropriately performed outside the Department, or in connection with a grievance (see Chapter 3, Section XIII). Department Heads may initiate investigations as appropriate unless they are the subject of the charge. Upon the initiation of an investigation, the following individuals shall be advised: the City Manager, the EEO Compliance & Training Officer, the Director of Human Resources, the City Attorney, and the appropriate Department Head. An employee may request an investigation by the EEO Compliance & Training Officer in lieu of an investigation by the Department Head or departmental staff; however, in these circumstances, the City Manager shall make the final decision regarding the appropriate person to conduct the investigation. Every effort shall be made to maintain the confidentiality of the investigation. All investigations shall be conducted in accordance with the following guidelines:

1. Review the complaint to determine its timeliness, merit and validity.
2. Reach agreement with the employee as to the issues(s) to be investigated.
3. Clarify questions relative to the complaint.
4. Solicit supporting documentation.
5. Interview all witnesses.
6. Inform the various parties, including the complainant and Department Head, of the expected completion date, which shall

not exceed thirty (30) working days, unless an extension is approved by the City Manager and the complainant. If the investigation is being performed in connection with a grievance, document any agreed upon extensions to the time limits.

7. Prepare a written, signed "Report of Investigation" for the City Manager or designee, the City Attorney or designee, the Department Head and/or the official administering a grievance in accordance with Chapter 3, Section XIII, as appropriate, which includes:

   a. A summary of the allegation(s).

   b. A presentation and analysis of the evidence.

   c. A summary of how and why the evidence suggests that there is or is not discrimination, harassment or retaliation.

8. Provide a written statement of disposition to the complainant.

Upon completion of the investigation, if circumstances warrant, the appropriate individual will initiate corrective action including, but not limited to, disciplinary action, job transfer, counseling, training etc.

XIII. Grievances Related to Discriminatory and/or Sexual Harassment

Permanent employees, who have completed the probationary period, may use the City's Grievance Procedure to address allegations of discriminatory and/or sexual harassment in accordance with the Personnel Policies Manual, Chapter 3, Section XIII, "Allegations of Discriminatory and/or Sexual Harassment."

XIV. Responsibility for Policy Administration

The City Manager, the Director of Human Resources, the EEO Compliance & Training Officer, and Department Heads are responsible for the administration of these policies. Employees or applicants for employment who have questions regarding these policies should contact the Department Head, the EEO Compliance & Training Officer, or the Department of Human Resources.

Department Heads shall ensure that copies of these policies are posted in a conspicuous place for viewing by all employees.

IV. Americans with Disabilities Act Amendments Act (ADAAA)

The City of Hampton will provide reasonable accommodations for an employee or job applicant with a disability, unless doing so would cause undue hardship. The City of Hampton forbids discrimination in any aspect of employment.

V. Substance Abuse Policy, Procedures, and Guidelines

The Director of Human Resources shall develop and administer a substance abuse policy designed to promote and maintain the health, safety and well-being of the employees and citizens of Hampton. The City is committed to maintaining a work environment that is free from the effects of alcohol and illegal drug use. To promote an alcohol and drug-free workplace, the policy shall provide for employee assistance, supervisory training, employee education, and a testing procedure for the identification of the illegal use of drugs or alcohol in the work place. In addition, the policy shall prohibit the use, possession, and distribution of alcohol and controlled substances and shall provide for disciplinary action for policy violations.

All policies and procedures shall conform to applicable federal and state laws. These laws require the City to conduct pre-employment and random testing for employees who are required to obtain and maintain commercial driver's licenses and who drive commercial motor vehicles for illegal use of alcohol and controlled substances. In addition, Public Safety employees are subject to random testing. This policy may also provide for pre-employment, reasonable suspicion, post-accident, return-to-duty, and follow-up testing as appropriate. Substance abuse policy, procedures and guidelines are outlined in the Personnel Administrative Instruction.

The City may contract with outside organizations for testing services. Any agency under contract with the City to perform testing and analysis services will be required to comply with the federal guidelines for testing procedures, handling of test results, record retention and confidentiality.

It shall be the responsibility of the Department of Human Resources to communicate this policy to all current employees, and include it in the orientation of all new employees. In addition, the Department of Human Resources shall provide periodic policy awareness and training opportunities for employees to ensure that the workforce is fully informed about the intent and requirements of the policy and procedures, and of the possible consequences for violations of the policy.

Any employee who has a drug or alcohol related problem is encouraged to voluntarily seek treatment through the City's Employee Assistance Program before the problem affects the individual's employment with the City.

VI. Political Activity

An employee shall not directly or indirectly use or seek to use the authority or influence of the position/job to control or modify the political action of others. An employee shall not engage in political activity during duty hours.

VII. Union Activity

Employees with managerial/supervisory responsibilities shall not:

a) hold office in a union or similar employee association in which non-managerial and/or non-supervisory City employees are members;

b) publicly advocate support for or opposition to a union or employee association in any matter concerning the wages, hours, benefits, working conditions, or labor relations policies ;

c) become involved in union or association matters that conflict with supervisory responsibilities; or

d) engage in any activity relating to such unions or associations which impairs the efficiency of the organization or which may impair the ability to work in harmony with managers, colleagues, or other employees.

VIII. Public Statements

All employees may speak and/or write on issues of legitimate public concern. However, employees are prohibited from making false or reckless statements that impede the employee's performance of assigned duties or that interfere with City operations.

IX. Distinguishing between Employee Misconduct and Poor Performance

When employees fail to behave in an appropriate manner or fail to meet performance expectations, it may become necessary to initiate actions to correct the conduct or end the employment relationship. Poor performance is defined as the inability or unwillingness to meet acceptable work expectations due to lack of skills, training, education, or other circumstances. Misconduct is defined as willful disregard of the City's standards of conduct or departmental rules.

X. Authorized Disciplinary Actions

It is the City's intent to resolve problems as amicably and swiftly as possible so that attention is focused on accomplishing the mission and creating a collaborative and productive work environment. Authority to initiate disciplinary actions shall be the responsibility of first line managers/supervisors, team leaders, or members of self-directed teams and subject to review by the Department Head or designee. All written disciplinary actions shall be coordinated with the Director of Human Resources or designee prior to issuance. Proposals to suspend or dismiss and letters of final decision regarding such actions shall be signed by the Department Head.

The following actions, described in the context of the City's traditional disciplinary processes, are a means for dealing with misconduct and poor performance. Managers/supervisors and Department Heads may use this system or may elect to use alternative strategies as described below in Section XI when deemed appropriate. The Director of Human Resources or designee shall provide assistance to managers and employees in developing creative solutions to problems which serve the public interest and meet the guidelines in Section XI. A copy of reprimands, proposals to suspend,

proposals to suspend with one year disciplinary probation, suspensions, suspensions with one year disciplinary probation, demotions, proposals to dismiss, and dismissals shall be made a part of the employee's official personnel file maintained by the Department of Human Resources.

A. Verbal Warning

A conference between a manager/supervisor and an employee to discuss misconduct or poor performance, and the corrective action expected. No formal procedure shall be required except that the manager/supervisor shall document the verbal warning on the Supervisor's Record of Employee and/or in a memorandum maintained by the department with a copy provided to the employee.

B. Reprimand

A letter from a manager/supervisor or Department Head to an employee identifying significant misconduct, accumulated infractions, or a pattern of poor performance. A copy of the reprimand shall be made a part of the employee's official personnel file maintained by the Department of Human Resources.

C. Suspension

Places the employee in a non-pay, non-duty status. Since productivity and pay is lost during a suspension, it should only be imposed when a lesser penalty is not appropriate and when dismissal is too stringent. Employees shall receive at least seven (7) calendar days advance written notice of proposed suspension and the reasons therefore in a letter signed by the Department Head. The employee shall have an opportunity to respond orally and in writing to the

stated charges within five (5) calendar days to show cause why the action should not be taken. Employees must serve suspensions on consecutive work days. The employee shall receive a letter of final decision at least one (1) calendar day prior to the onset of the proposed suspension.

1. Suspension of Employees Eligible For Overtime Under Fair Labor Standards Act (FLSA)

Suspension shall be expressed in full work days or shifts, with a maximum suspension period of thirty (30) work days or two hundred forty (240) work hours.

2. Suspension of Employees Exempt From Overtime Under FLSA

Employees classified as exempt from overtime may be suspended only in full administrative workweek increments, with a maximum suspension period of thirty (30) work days or two hundred forty (240) work hours.

D. Suspension with One Year Disciplinary Probation

Places the employee in non-pay, non-duty status for a period not to exceed a maximum of thirty (30) work days, followed by a period of one year disciplinary probation. During the one year disciplinary probationary period, further disciplinary infractions will result in dismissal in accordance with the dismissal procedures outlined in Part F of this section. Employees shall receive at least seven (7) calendar days advance written notice of proposed suspension with one year disciplinary probation and the reasons therefore in a letter signed

by the Department Head. The employee shall have an opportunity to respond orally and in writing to the stated charges within five (5) calendar days to show cause why the action should not be taken. Employees must serve suspensions on consecutive work days. The employee shall receive a letter of final decision at least one (1) calendar day prior to the onset of the proposed suspension with one (1) year disciplinary probation.

E. Demotion

Employees shall receive at least fifteen (15) calendar days advance written notice of proposed demotion, the reasons therefore, and an opportunity to respond orally and in writing to the stated charges within seven (7) calendar days. The employee shall receive a letter of final decision at least four (4) calendar days prior to the onset of the proposed demotion.

F. Dismissal

Separates the employee from employment for cause. All employees shall receive at least fifteen (15) calendar days advance written notice of the proposed dismissal and the reasons therefore in a letter signed by the Department Head. The employee shall have an opportunity to respond orally and in writing to the stated charges within seven (7) calendar days to show cause why the action should not be taken. The employee will receive a letter of final decision at least four (4) calendar days prior to the onset of the proposed dismissal. In cases where the Department Head reduces a proposal to dismiss an employee to a suspension, no additional notice period is required.

In cases where the Department Head feels the employee's continued

presence on the job during the 15-day notice period represents a hazard to the employee or others, or adversely affects productivity, morale, or the image of the City, the employee may be suspended without pay or placed on administrative leave pending the proposed dismissal. A decision to place the employee on administrative leave or suspension during the notice period will be stated in the letter of proposed dismissal.

1. Effect of Resignation While Charges are Pending to Dismiss

An employee who wishes to resign during the dismissal process may do so by submitting a letter of resignation to the Department Head or the Director of Human Resources. The Department Head may accept the resignation or choose not to accept the resignation and proceed with the dismissal. If the resignation is accepted, the Department Head shall determine if the resignation is documented in the official personnel file as a resignation pending charges or as a voluntary resignation. Once a resignation is submitted by an employee and accepted by the Department Head or designee it may not be withdrawn unless the Department Head agrees with the withdrawal.

2. Separations During Probationary Period

An employee separated during the probationary period shall receive at least seven (7) calendar days prior to the separation date a written notice which states the reason(s) for the action. If the employee's continued presence on the job would constitute a

hazard to the employee or others, or would reflect adversely on the City, the employee shall receive written notice which states the reason(s) for the action and be separated from employment effective immediately.

X. Administrative Leave

Incidents sometimes occur which are of such a dangerous or serious nature that immediate corrective action must be taken. Employees may also be granted paid administrative leave pending the results of official investigations, serious disciplinary actions, or where the Department Head determines that the employee's absence from work is in the best interest of the City. Such cases generally involve real or potential hazards to life and/or property or disruption of City operations. In these cases the manager/supervisor may initially relieve the employee of job duties. The manager/supervisor must then coordinate the action with the next level manager/supervisor and/or Department Head as soon as possible. In consultation with the Department of Human Resources, the Department Head may place the employee on administrative leave and shall document the reasons therefore. The employee shall be advised within a reasonable period of time of any action to be taken by management as a result of the incident. Decisions to extend administrative leave beyond fifteen (15) calendar days shall be coordinated with the Director of Human Resources or designee and documented in the employee's official personnel file.

XI. Alternative Strategies for Dealing with Misconduct and Performance Problems

In addition to the traditional discipline outlined in Section IX, the Director of Human Resources may develop alternative strategies for dealing with misconduct and poor performance. These strategies may include, but are not limited to, formal coaching, management-directed referral to the Employee Assistance Program, peer mentoring programs, team and individual performance improvement contracts, and negotiated amicable departures (i.e., separation agreements).

The Director of Human Resources or designee may negotiate amicable departure agreements with employees when it is determined to be in the best interest of the City. Written agreements shall be coordinated with the City Attorney's Office prior to final signatures and implementation.

The decision to apply an alternative strategy must be made on a case-by-case basis. Often the cost of administering the traditional disciplinary processes and/or the grievance procedure exceeds those involved in alternative solutions. In all cases, the City's guiding principles shall be to develop solutions to problems which serve the public interest, create fair and relevant consequences, and are most likely to solve problems in the least negative and most cost effective way.

XII. Table of Disciplinary Infractions and Penalties

A. How To Use the Table

The table is intended to be used as a guide and is not all-inclusive as it is not possible to anticipate every potential infraction. The manager/supervisor should review the table of infractions to determine the similarity to the current situation. In some cases there may be nothing in the table pertaining to a particular offense. In those cases the

manager/supervisor must use individual judgment as to the appropriate penalty. The Department of Human Resources is available to both managers/supervisors and employees who need advice and assistance in disciplinary matters. All written disciplinary actions shall be coordinated with the Director of Human Resources or designee prior to issuance.

The table is organized by the level of severity of the infraction(s). Level one infractions are subject to a verbal warning or written reprimand. Level two infractions are subject to suspension. Level three infractions are subject to dismissal or suspension with one year of disciplinary probation. Level four infractions are subject to dismissal with no discretion.

B. Establishing the Penalty

When establishing a disciplinary penalty, the manager/supervisor and/or Department Head should take into consideration a number of different factors. First, the character, seriousness, and consequences of the infraction must be considered. Next, such issues as mitigating circumstances and the possibility of genuine misunderstanding on the employee's part should be examined. The employee's past record and length of service play a role in assessing the penalty. Considerations which tend to show a need for more severe actions are previous offenses, frequency of offenses, the employee’s character, and the impact of misconduct, poor performance and/or disruptive behavior on productivity and morale. Cumulative unrelated offenses may indicate a need for serious corrective action by management.

C. Requests for Removal of Disciplinary Actions From Personnel Files

Department Heads may, upon making written request to the Director of Human Resources, remove written records of disciplinary actions from the official personnel file of departmental employees. Otherwise, the disciplinary records shall remain a part of the employee's official personnel file.

D. Table of Disciplinary Infractions and Penalties

Level 4 – Dismissal, with no discretion
Level 3 – Dismissal OR Suspension with One Year Disciplinary Probation
Level 2 – Suspension
Level 1 – Verbal Warning to Written Reprimand

LEVEL FOUR OFFENSES – DISMISSAL
1. Sale, distribution, possession or use of any controlled substance, illegal drug or intoxicant, on City time or on City property; operating a City vehicle or operating City equipment while under the influence of any controlled substance, illegal drug or intoxicant.
2. A positive drug test as defined by the City's Substance Abuse Policy; refusal to test; failure to fully cooperate in drug/alcohol testing; action to alter the results of drug testing.
3. Theft, actual or attempted, of City or co-worker property.
4. Acts of violence while on City time or on City property.
5. Unauthorized possession or use of firearms, dangerous weapons or explosives while on City time or on City property.
6. Participating in any kind of work slowdown, sit down, or similar concerted interference with City operations.
7. Workplace harassment or other intentional discrimination in violation of applicable law.
8. Making fraudulent claims for Workers' Compensation or other benefits.
9. Knowingly accessing, using or releasing confidential information under circumstances which compromise City interests and/or operations.
10. Abandonment of position: failure to report to work for three (3) consecutive scheduled work days or shifts.
11. Willful refusal to participate in an administrative investigation.
12. Other misconduct of similar severity.

LEVEL THREE OFFENSES – DISMISSAL **OR** SUSPENSION WITH ONE YEAR DISCIPLINARY PROBATION
1. Threatened or attempted acts of violence while on City time or on City property.
2. Misuse or unauthorized use of City monies or property. Delay or failure to properly account for funds or property entrusted to the employee.
3. Misuse of City software, computer networks, inter/intranet, email, fax, phone and letterhead or other City forms or documents.
4. Falsification, misrepresentation or alteration of City documents or other information.
5. Harassing behavior in violation of City of Hampton Standards of Conduct.
6. Loss or suspension of a required motor vehicle license or knowingly operating a City vehicle without an appropriate motor vehicle license.
7. Deliberate destruction or reckless use of City property or the property of others.
8. Unsafe operation of a City vehicle or other equipment resulting in property damage or personal injury.
9. Engaging in any work activities for personal gain while on City time without prior approval by the appropriate authority. This includes work performed while on sick leave or Workers' Compensation leave unless authorized in advance by the appropriate City official.
10. Serious inefficiency and/or incompetence which severely hampers productivity, the City's mission, safety, and/or health of others that requires immediate corrective action.
11. Insubordinate defiance of authority; refusal to comply with proper orders; failure to carry out a reasonable job assignment or job directive from a manager or supervisor.
12. Gross negligence in the performance of job responsibilities.
13. Criminal, dishonest, improper or other conduct prejudicial to the interests of the City.
14. Unauthorized absence of eight (8) hours or more.
15. Failure to report for work when designated as essential personnel.

LEVEL THREE OFFENSES – DISMISSAL **OR** SUSPENSION WITH ONE YEAR DISCIPLINARY PROBATION
16. Off duty misconduct of such major import that the employee is unable to fulfill job responsibilities. Off duty misconduct of such significance that there is an adverse effect upon the City.
17. Retaliation for exercising rights under grievance procedures or other protected activity.
18. Other misconduct of similar severity.

LEVEL TWO OFFENSES – SUSPENSION
1. Unauthorized sleeping while on the job.
2. Failure to observe safety practices including failure to use mandatory personal protective safety equipment such as eye protection or safety shoes, and failure to comply with hearing conservation program requirements.
3. Unsafe operation of a City vehicle or other equipment.
4. Gambling on City property or during work hours.
5. Acceptance of gifts, gratuities or other things of substantial value under circumstances from which it might be reasonably inferred that such gift was given or offered for the purpose of influencing the discharge of official duties.
6. Dealing with citizens, managers/supervisors, employees or other individuals in a rude, disrespectful or unresponsive manner, depending on severity and/or impact on the department or organization.
7. Other misconduct of similar severity.

LEVEL ONE OFFENSES – VERBAL WARNING TO WRITTEN REPRIMAND
1. Transportation of non-City employees in City vehicles, except for official City of Hampton business.
2. Use of abusive or offensive language.
3. Inducing an employee to violate rules or regulations.
4. Outside employment or other activity (paid or otherwise) that interferes with full performance of employee's official responsibilities.

LEVEL ONE OFFENSES – VERBAL WARNING TO WRITTEN REPRIMAND
5. Failure to comply with special rules or instructions established by Department Head or manager/supervisor.
6. Tardiness.
7. Unauthorized absence of less than eight (8) hours.
8. Failure to request leave according to established procedures.
9. Making inflammatory statements regarding matters not of legitimate public concern and which disrupt City operations.
10. Delay or failure to carry out assigned work or instructions in a reasonable period of time.
11. Other misconduct of similar severity.

XIII. Format of Disciplinary Letters

A. Proposal to Dismiss Letter

Date

Name
Address

Dear :

I propose to dismiss you from employment with the City of Hampton effective at the close of business on _____ *(15 calendar days from date of this letter)* for the following reason:

List Disciplinary Infraction(s)

For example: Careless use of City property resulting in actual major damage to City property with significant mission disruption and possible danger to the lives of citizens

in that:

Describe Details

For example: At approximately 9:00 a.m., on February 27, 2003 you failed to take proper safety measures while connecting a piece of equipment to a truck. You operated the truck in a negligent manner without regard to the piece of equipment in tow. Your negligence caused a major accident that resulted in over $15,000 in damages.

You are hereby afforded the opportunity to respond to the above charge orally and in writing to the undersigned not later than the close of business on _____ *(7 calendar days from date of this letter)* in order to show cause why this action should not be taken. Your comments will be considered before a final decision is made.

Your response to this proposed action does not constitute a grievance. You will have an opportunity to grieve if you are dismissed.

Sincerely,

Signature of Department Head

cc: Human Resources
Personnel File

B. Proposal to Suspend Letter with One Year Disciplinary Probation.

Date

Name
Address

Dear :

I propose to suspend you from duty and pay for (number of) days on . *(may begin no sooner than 7 calendar days from date of letter)* In addition to the proposed suspension, I propose to place you on disciplinary probation for a period of one (1) year commencing at the completion of the suspension period.

Disciplinary Infraction(s)

For example: (1) careless use of City property resulting in major damage to City property, and (2) failure to observe safety rules and regulations for the proper and safe operation of truck #

in that:

Describe Details

For example: On June 1, 2003, while exiting the garage, you struck the left side of the exit door causing major damage to the left side of the exit door and structural damage to the concrete support and the adjacent exterior wall of the garage.

You have been trained in the proper and safe operation of the truck. You have been counseled repeatedly on your careless practices. You received a written reprimand on April 2, 2003 for careless use of City property.

You are hereby afforded an opportunity to respond to the above charge(s) orally and in writing to the undersigned not later than the close of business on _____ *(at least 5 calendar days from date of this letter)*. Your comments will be considered before a final decision is made.

Your response to this proposed action does not constitute a grievance. You will have an opportunity to grieve if you are suspended and placed on disciplinary probation.

Sincerely,

Signature of Department Head

cc: Human Resources
Personnel File

C. Proposal to Suspend Letter

Date

Name
Address

Dear :

I propose to suspend you from duty and pay for five days on _____, *(may begin no sooner than 7 calendar days from date of letter)*

Disciplinary Infraction(s)

For example: (1) careless use of City property resulting in major damage to City property, and (2) failure to observe safety rules and regulations for the proper and safe operation of truck #

in that:

Describe Details

For example: On June 1, 2003, while exiting the garage, you struck the left side of the exit door causing major damage to the left side of the exit door and structural damage to the concrete support and the adjacent exterior wall of the garage.

You have been trained in the proper and safe operation of the truck. You have been counseled repeatedly on your careless practices. You received a written reprimand on April 2, 2003 for careless use of City property.

You are hereby afforded an opportunity to respond to the above charge(s) orally and in writing to the undersigned not later than the close of business on _____ *(at least 5 calendar days from date of this letter)*. Your comments will be considered before a final decision is made.

Your response to this proposed action does not constitute a grievance. You will have an opportunity to grieve if you are suspended.

Sincerely,

Signature of Department Head

cc: Human Resources
Personnel File

D. Letter of Final Decision on Dismissals, Demotions, Suspensions with One Year Disciplinary Probation, and Suspensions

Date

Name
Address

Dear :

I have considered your comments regarding my proposal to _____ you from employment with the City of Hampton effective the close of business on _____.

After careful consideration, I have decided that you will be _____ on the above date.

Please be advised that you may grieve this action within 30 days from the date of this letter in accordance with the Personnel Policies Manual.

Sincerely,

Signature of Department Head

cc: Human Resources
Personnel File

E. Separation during Probationary Period Letter

Date

Name
Address

Dear :

The City of Hampton Personnel Policies allow for employees to be separated during their probationary period if the skills and work behaviors necessary for satisfactory performance are not demonstrated.

State Reason

For example: Your performance has not met expectations for the position of _____. You have not demonstrated satisfactory performance during your employment in several areas that are critical to the efficient operations of _____. These areas include _____.

Therefore, it is my determination that your skills are not a good fit for the requirements of the _____ position and you are hereby advised that you will be separated from employment during your probationary period, effective at the close of business on _____ (7 calendar days from date of this letter).

Sincerely,

Signature of Department Head

cc: Human Resources
Personnel File

F. Written Reprimand Letter

Date

Name
Address

Dear :

This is an official reprimand for

Disciplinary Infraction(s)

For example: (1) careless use of City property resulting property damage and disruption of mission and (2) failure to comply with departmental regulations for the proper and safe operation of a vehicle

in that:

Describe Details

For example: On January 4, 2003, while you were operating a City vehicle during the performance of your duties on Main Street, you struck a parked vehicle causing damage to the private vehicle and the City vehicle.

You have been trained in the proper and safe operation of a City vehicle. Future incidents of this type may result in more severe disciplinary action.

This is an official reprimand that will be included in your official personnel file.

Please be advised that you may grieve this action within 30 days from the date of this letter in accordance with City of Hampton Personnel Policies.

Sincerely,

Signature of Manager/Supervisor or
Department Head

cc: Human Resources
Personnel File

G. Requirement for Medical Certificate Letter

DATE:

MEMORANDUM TO:

FROM:

SUBJECT: Physician Documentation

In accordance with the City of Hampton Personnel Manual, Chapter Seven, Section V, Subsection E (Medical Certificates), you are hereby required to:

"Produce a supporting document, acceptable to your manager/supervisor, from your attending physician for any and all periods of absence from duty for sickness or injury verifying your inability to perform your duties; and/or a document, acceptable to your manager/supervisor, attesting to the fact that a dependent member of your immediate family, as defined in Chapter Seven, Section V, of the City of Hampton Personnel Policies Manual, requires your care and attendance."

This document shall include the reason for and length of your incapacity, or the reason and length of time your presence is required for the illness of a dependent family member.

Your failure to comply with this requirement will result in your being placed in an unapproved, unpaid leave status. This constitutes Absence Without Leave (AWOL) which may result in disciplinary action.

This requirement is effective from the date of this letter until further notice.

Sincerely,

Signature of Manager/Supervisor or
Department Head

cc: Human Resources
Personnel File

H. Abandonment of Position Letter

Date

Name
Address

Dear :

In accordance with City of Hampton Personnel Policies "an employee who, without justification acceptable to the Department Head, fails to report to work for three consecutive days may be separated for abandonment of position. A separation under these circumstances shall be considered a resignation without appropriate notice and administered accordingly."

On (days of absence) you failed to report to work or to contact your manager/supervisor to arrange for your absence from work.

Therefore, effective _____ you are hereby separated from employment with the City of Hampton for abandonment of position.

Sincerely,

Signature of Department Head

cc: Human Resources
Personnel File

I. Separation of WAE Employee Letter

Date

Name
Address

Dear :

On _____you will be separated from employment as a WAE (job title) with the City of Hampton for the following reason:

State Reason

For example: One of the requirements of employment as a WAE Parks Technician is the Department of Parks & Recreation is that incumbents must have a valid Virginia Motor Vehicle Operator's License. It is my understanding that you do not possess a valid operator's license.

You will continue to report to work during this notice period with the restriction of no operating/driving any City equipment/vehicle. Also, you may apply for other positions within the City that do not require a Virginia Driver's License.

Sincerely,

Signature of Department Head

cc: Human Resources
Personnel File

J. Separation without Prejudice Letter

Date

Name
Address

Dear :

On _____ (15 calendar days from the date of this letter) you will be separated without prejudice from employment with the City of Hampton for the following reason:

State Reason

For example: One of the requirements of employment as a (job title) in the Department of _____ is that the incumbent must have a valid Virginia Commercial Driver's License. The Virginia Division of Motor Vehicles transcript of your driver's record as of _____ indicates that your Commercial Driver's License will be suspended effective _____.

You will continue to report to work during this notice period with the restriction of no operating/driving any City equipment/vehicle. Also, you may apply for other positions within the City that do not require a Virginia Commercial Driver's License.

Sincerely,

Signature of Department Head

cc: Human Resources
Personnel File

CHAPTER THREE

GRIEVANCE PROCEDURES

Table of Contents

I. General Policies 1

II. Definition of a Grievance 3

III. Grievability 5

IV. Management Rights 6

V. Coverage of Personnel 6

VI. Relief Sought 7

VII. Failure to Comply with Procedural Requirements 8

VIII. Use of Official Duty Time 8

IX. Remedial Action 9

X. Cancellation or Withdrawal of a Grievance 9

A. Cancellation of a Grievance 9
B. Withdrawal of a Grievance 9
XI. Extension of Prescribed Time Limits 9

XII. Steps in the Grievance Procedure 10

A. First Step-Manager/Supervisor/Department Head Level 10
B. Second Step - Department Head Level 10
C. Third Step - City Manager Level 11
D. Fourth Step - Citizen Grievance Panel 12
E. Waiver of Steps 12
XIII. Allegations of Discrimination and/or Sexual Harassment 12

XIV. Make-Up of the Grievance Panel 14

XV. Panel Rules and Procedures 15

XVI. Conduct of the Panel Hearing 15

XVII. Panel Decision 17

XVIII. Implementation of the Decision of the Panel 18

XIX. Maintenance of Grievance Records 18

XX. Implementation 19

Personnel Administrative Instruction 3.1 – Guidelines for Third Step Grievance Meetings

CHAPTER THREE

GRIEVANCE PROCEDURES

I. General Policies

Prompt and objective review of employee dissatisfactions and sincere attempts to resolve them in an equitable manner are essential to productive and mutually beneficial employee-management relationships. Employees shall have an opportunity to express concerns on matters related to employment and working conditions, and to have them promptly and fully considered. Every reasonable effort shall be made to resolve employee complaints and grievances on an informal basis at the lowest level of management possible. Therefore, both managers/supervisors and employees are expected to work together to achieve this objective. Members of the Department of Human Resources staff shall be available to provide advice and assistance to both management and employees at any stage of these procedures in the effort to resolve differences on the issues under consideration. The Director of Human Resources may develop and implement alternative processes for resolving problems. These processes may be offered as a means of creative and non-adversarial problem resolution. However, the processes shall not preclude an employee from exercising formal grievance rights. The procedures contained herein provide the principles and instructions for presenting, considering, and resolving grievances. The presentation of a grievance shall not, in itself, be considered as reflecting unfavorably on the employee's good standing, loyalty, or value to the City. Therefore, an employee shall be free to pursue the procedures without fear of restraint, interference, coercion,

discrimination, or reprisal on the part of management at any level.

All stages of the grievance beyond the first step shall be in writing on forms supplied by the Department of Human Resources. Personal face-to-face meetings are required at all steps of the Grievance Procedure. At the first and second steps, the only persons who may normally be present at the meeting are the grievant, the appropriate manager at the level at which the grievance is being heard, and appropriate witnesses for each side. Witnesses may be heard at all steps, but shall be present only while actually providing testimony. At the third step, the grievant may have present a self-selected representative. If the grievant is represented by legal counsel, management may be represented by counsel. If the employee is represented by an attorney, it shall be at the employee's expense. The grievant's representative or attorney shall be designated at the time the employee presents the grievance in writing under appropriate procedures. This designation shall be changed only by written notification to the official considering the grievance and shall be signed by the employee concerned. As a grievance moves through the levels of appeal, an employee may not materially change the basic nature or content of the grievance after it is reduced to writing, nor the relief sought. If another City employee is chosen as a representative and that person is willing to represent the employee, the chosen employee representative shall not be denied permission to do so unless the representation would contribute appreciably to the neglect of that person's regular duties, or would constitute a clear conflict of interest with regular duties. For example, staff members of the Department of Human Resources whose regular duties require advising management and employees on matters related to grievances shall not be allowed to act as employees' representatives.

In no case will managerial or supervisory personnel act as an employee representative for rank and file employees against management.

II. Definition of a Grievance

A grievance shall be a complaint or dispute by a permanent employee, who has completed the probationary period, relating to employment including, but not necessarily limited to:

- disciplinary actions involving written reprimands, dismissals, suspensions, and demotions provided that dismissals and demotions shall be grievable whenever resulting from formal discipline or unsatisfactory job performance;
- concerns regarding the application, meaning, or interpretation of personnel policies, procedures, rules, and regulations;
- acts of reprisal as a result of using the grievance procedure, or of participation in the grievance of another City employee;
- complaints of discrimination on the basis of race, disability, creed, color, national or ethnic origin, age, religion, sex, or political affiliation, and acts of retaliation because the employee has complied with any law of the United States or of the Commonwealth of Virginia, has reported any violation of such law to a governmental authority, or has sought any change in law before the Congress of the United States or the Virginia General Assembly.

Complaints shall be non-grievable where they involve:

- separation without prejudice, establishment and revision of wages or salaries, assignment of or placement on a pay range, or general benefits;

- work activity accepted by the employee as a condition of employment or work activity which may be reasonably expected to be part of the job content;
- the contents of this manual, statutes, or established personnel policies, procedures, rules, and regulations;
- official performance evaluations except where the employee can show that the evaluation was arbitrary and capricious;
- failure to promote except where the employee can show established promotional policies or procedures were not followed or applied fairly;
- the methods, means, and personnel by which such work activities are to be carried on, except where such action affects an employee who has been reinstated within the previous six (6) months as a result of the final determination of a grievance, termination, lay off, demotion, or suspension from duties because of lack of work, reduction in workforce, or job abolition;
- the hiring, promotion, transfer, assignment, and retention of employees within the City;
- the relief of employees from duties of the City during emergencies.

In any grievance brought under the exception described above pertaining to employees who are reinstated within the previous six (6) months as a result of the final determination of a grievance, the City's action shall be upheld upon a showing by the City that: (1) there was a valid business reason for the action, and (2) the employee was notified of such reason in writing prior to the effective date of the action.

III. Grievability

The issue of grievability may occur at any step of the procedure prior to the panel hearing, but once raised the issue must be finally resolved as provided herein before further processing of the grievance. Decisions regarding grievability and access to the procedure shall be made by the City Manager or designee at the request of management or the grievant. In all cases, the issue of grievability must be resolved prior to the panel hearing or it shall be deemed to have been waived by management and the grievance shall be processed to conclusion. The grievant shall have fifteen (15) calendar days to appeal a decision of non-grievability prior to the panel hearing step of the procedure. Such appeal must be in writing and directed to the City Manager, who shall have fifteen (15) calendar days to render a written decision to the grievant. Decisions of the City Manager may be appealed by the grievant to the Circuit Court of the City of Hampton, Virginia for a hearing de novo on the issue of grievability. Proceedings for review of the decision of the City Manager shall be instituted by filing a notice of appeal with the Director of Human Resources within fifteen (15) calendar days from the date of receipt of the decision and giving a copy thereof to all other parties. Within fifteen (15) calendar days thereafter, the Director of Human Resources shall transmit to the Clerk of the Court to which the appeal is taken: a copy of the decision of the City Manager, a copy of the notice of appeal, and the exhibits. A list of the evidence furnished to the Court shall also be furnished to the grievant. The failure of the Director of Human Resources to transmit the record within the time allowed shall not prejudice the rights of the grievant. The Court, on motion of the grievant, may issue a writ of certiorari requiring the Director of Human Resources to transmit the record on or before

a certain date. Within thirty (30) days of receipt of such records by the clerk, the court, sitting without a jury, shall hear the appeal on the record transmitted by the Director of Human Resources and such additional evidence as may be necessary to resolve any controversy as to correctness of the record. The Court may affirm the decision of the City Manager or may reverse or modify the decision. The decision of the Court shall be rendered no later than fifteen (15) calendar days from the date of the conclusion of the hearing. The decision of the Court is final and is not appealable. The classification of a complaint as non-grievable shall not be construed to restrict any employee's right to seek or management's right to provide customary administrative review of complaints outside of the scope of the grievance procedure.

IV. Management Rights

Nothing in this manual is intended to circumscribe or modify the existing management right of the City of Hampton to do the following: (1) direct the work of its employees as well as establish and revise wages, salaries, position classifications, and general employees benefits; (2) hire, promote, transfer, assign, and retain employees within the City organization; (3) maintain the efficiency of City governmental operations; (4) relieve employees from duties with the City during emergencies; and (5) determine the methods, means, and personnel by which operations are to be carried on.

V. Coverage of Personnel

All permanent employees who have completed the City's prescribed probationary period are eligible to file grievances except the City Manager, City Attorney, Assistant City Managers, Assistants to the City Manager, Council appointees, Department Heads,

and personnel assigned to the Executive Compensation Pay Plan, and any other employees who may be excluded under Section 15.2-1507(A)(3) of the Code of Virginia. The Director of Human Resources shall maintain an up-to-date list of the positions excluded from the grievance procedure. Uniformed police officers may elect to use the grievance procedures prescribed in this manual or proceed pursuant to Section 9.1-500 et seq. of the Code of Virginia in the resolution of the grievance. The selection of which grievance procedure will be followed shall be made by such law enforcement officer at the time a formal written grievance is filed, shall be in writing, shall be signed by the grievant, and shall not be changed thereafter.

VI. Relief Sought

An employee is required to specify in writing on the appropriate form the relief sought through this process. The relief sought shall be personal to the grievant and may not be the dismissal or discipline of another employee. The relief sought must be consistent with those issues determined to be grievable under this procedure and may not be in conflict with the management rights contained in this manual. In the case of reinstatement subsequent to a dismissal, the official hearing the grievance and/or the grievance panel may grant whole, partial, or no back pay for the period of separation. An award of back pay shall be offset by interim earnings the employee received during the period of separation. The employee may accept the relief granted at any step of the procedure and the grievance shall be considered resolved. However, prior to the Panel Hearing step, if the employee finds any part of the relief granted unacceptable, the employee must advance the entire grievance and remedy sought to the next step of the

procedure. The decision of the grievance panel shall be final and binding.

VII. Failure to Comply with Procedural Requirements

After the initial filing of a written grievance, failure of either party to comply with all substantial requirements of the grievance procedure including the panel hearing, without just cause will result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the non-compliance within five (5) work days of receipt of written notification by the other party of the compliance violation. Such written notification by the grievant shall be made to the Director of Human Resources. The City Manager, or designee, may require a clear written explanation of the basis for just cause extensions or exceptions. The City Manager, or designee, shall determine compliance issues. Compliance determinations made by the City Manager shall be subject to judicial review by filing petition with the Circuit Court of the City of Hampton, Virginia within thirty (30) days of the compliance determination.

VIII. Use of Official Duty Time

An employee and the employee's representative, if such representative is a City employee, shall be given a reasonable amount of official duty time with pay for the preparation and presentation of a grievance if the employee is in a duty status. The time allowed shall be determined by the individual's Department Head on the basis of facts and circumstances in each individual case. All employees, whether grievants, representatives, or witnesses, shall make advance arrangements with the respective managers/supervisors for the use of official time.

IX. Remedial Action

When a grievance is resolved in favor of the employee, appropriate remedial action shall be taken promptly to the degree permitted by law and regulation as interpreted by the Director of Human Resources.

X. Cancellation or Withdrawal of a Grievance

XV. Cancellation of a Grievance

A grievance under investigation or review shall be canceled by the official considering it: upon notification that the remedy sought has been granted; when the employee does not furnish required information according to the compliance requirements of this procedure and duly proceed with the advancement of the case; upon death of the employee, or separation from employment for reasons not connected with the grievance. The canceling official shall promptly notify all parties, including the Director of Human Resources, in writing of the action to include the reasons therefore.

XVI. Withdrawal of a Grievance

The grievant's written request to withdraw a grievance shall be accepted by the official considering it. The official shall promptly notify all parties, including the Director of Human Resources, in writing of the withdrawal action to include the reasons therefore.

XI. Extension of Prescribed Time Limits

The parties of the grievance, by mutual agreement, may extend any or all of the

time periods established in this procedure up to and through the third step. The Grievance Panel, on its own recognizance, or at the request of either party to the grievance, may extend any or all of the prescribed time periods applicable after the grievance is received by the Grievance Panel from the Director of Human Resources.

XII. Steps in the Grievance Procedure

First Step-Manager/Supervisor/Department Head Level

An employee, who has a grievance, shall discuss the problem directly with the immediate manager/supervisor or the Department Head if the grievance is in connection with a suspension, dismissal, or policy decision. The grievance need not be reduced to writing until this step has been completed. It is incumbent upon the employee at the first step of the procedure to inform the manager/supervisor or Department Head of the intention to formally grieve. An employee's problem does not become an official grievance for the purpose of this procedure until the employee identifies it as such in a face to face meeting. The manager/supervisor or Department Head shall give the employee a verbal response with respect to the grievance within fifteen (15) calendar days after its presentation and shall make written documentation of the date the meeting took place, the decision made, and date the decision was given to the employee. A first step grievance must be initiated within thirty (30) calendar days of the occurrence or condition giving rise to the alleged problem.

XVII. Second Step - Department Head Level

If the grievance is not resolved at the first step, the employee shall have fifteen

(15) calendar days to reduce the grievance to writing on a Second Step Grievance Form obtained from the Department of Human Resources. The fully completed grievance form shall be delivered by the grievant to the immediate manager/supervisor or Department Head. In cases where discrimination is alleged, the grievance shall be filed with the Department Head, if appropriate, or the Director of Human Resources (See Section XIII, for process and time frames). The immediate manager/supervisor and/or the Department Head shall meet with the grievant within fifteen (15) calendar days of receipt of the grievance form. A written reply to the grievance signed by the Department Head shall be provided to the employee within fifteen (15) calendar days after the second step meeting.

XVIII. Third Step - City Manager Level

If the reply from the second step meeting is not acceptable, the grievant shall have fifteen (15) calendar days after receipt of the reply in which to request, in writing on a Third Step Grievance Form obtained from the Department of Human Resources, a meeting with the City Manager or designee(s). The fully completed grievance form shall be submitted to the Director of Human Resources or designee who shall record its submission and forward the grievance and any related documents to the City Manager who may designate one or more individuals to administer the third step grievance (see Section XIII for administration of grievances alleging discrimination). The designated individual(s) and such other individuals as deemed appropriate, under this procedure, shall meet with the grievant within fifteen (15) calendar days of receipt of the grievant's request and shall reply in writing to the grievance within fifteen (15) calendar days

following the third step meeting.

XIX. Fourth Step - Citizen Grievance Panel

If the City Manager's or designee's reply from the third step meeting is not acceptable, the grievant may submit the grievance to a fourth step panel hearing. The request for a fourth step panel hearing shall be submitted by the employee on a Panel Hearing Request form obtained from the Department of Human Resources. Requests for panel hearings must be submitted to the Director of Human Resources or designee within fifteen (15) calendar days after receipt of the third step reply.

XX. Waiver of Steps

Any of the steps in the grievance procedure, except the fourth step panel hearing, may be waived based upon the mutual written agreement of the grievant and the City Manager or designee. The Director of Human Resources shall develop a format for waivers, which may be executed in connection with any step or steps prior to the fourth step panel hearing. Such waiver must be signed by the employee and the official administering the grievance prior to the required meeting(s) between the grievant and management. The waiver form shall be reviewed for compliance by the Director of Human Resources or designee prior to submission to the City Manager or designee. The waiver form shall be included in the official grievance file maintained in the Department of Human Resources.

XIII. Allegations of Discrimination and/or Sexual Harassment

When an employee alleges discrimination because of race, color, sex (including

sexual harassment), religion, national or ethnic origin, age, political affiliation, or disability, in connection with a written grievance, the normal grievance process will take place, except that the grievant may request that the City's EEO Compliance & Training Officer perform an independent investigation. The EEO Compliance & Training Officer shall be responsible for providing 1) a statement of disposition to the complainant and 2) a written report of the investigation to the City Manager or designee, the City Attorney or designee, the Department Head and/or the official administering the grievance in accordance with the following guidelines:

The Department Head, or at the third step of the procedure, the Director of Human Resources or designee, shall upon the grievant's request, immediately forward a copy of the grievance to the EEO Compliance & Training Officer who shall conduct an independent investigation relative to the charge(s) of discrimination and file a written report with the official considering the grievance. In such cases the time frame for conducting the second or third step meeting shall be extended to allow time to conduct the investigation as described below.

In cases where the Department Head is the subject of the charge of discrimination, the second step grievance meeting shall be bypassed and the grievance shall be submitted to the Director of Human Resources or designee on a Third Step Grievance Form. The Director of Human Resources or designee shall forward it to the City Manager and shall upon the grievant's request forward a copy of the grievance to the EEO Compliance & Training Officer for investigation and report as outlined above. A third step meeting shall be conducted in accordance with Section XII, Paragraph C. It shall be the responsibility of the individual considering the grievance at the second or

third step to hear the grievance within fifteen (15) calendar days after receiving the EEO Compliance & Training Officer's report and to determine whether or not discrimination occurred, make a ruling, and grant a remedy, if appropriate.

The EEO Compliance & Training Officer, if requested, shall conduct an investigation in accordance with the guidelines established in Chapter 2, Section III, G. Such investigations shall be completed within 30 work days; however, if an investigation involves extensive interviewing and/or research which may take a longer time, the EEO Compliance & Training Officer and the grievant may agree in writing to any extensions to the time allotted for completion of the investigation. In the absence of mutual written agreement on the extension of time frames, the official administering the grievance shall schedule the required meeting and proceed in accordance with normal procedures.

XIV. Make-Up of the Grievance Panel

An impartial Grievance Panel consisting of five (5) regular members and at least two alternate members shall be appointed by the Council of the City of Hampton from citizens at large to serve four (4) year terms. Such panel shall not be composed of any persons having direct involvement with the grievance being heard by the panel, or with the complaint or dispute giving rise to the grievance. The following relatives of a participant in the grievance process or a participant's spouse are prohibited from serving as panel members: spouse, parent, child, descendants of a child, sibling, niece, nephew, and first cousin. No attorney having direct involvement with the subject matter of the grievance, nor a partner, associate, employee, or co-worker of such an attorney shall serve as a panel member. Each Grievance Panel member shall receive

compensation of $25.00 per meeting not to exceed $150.00 in any calendar month.

XV. Panel Rules and Procedures

The Grievance Panel shall be notified by the Director of Human Resources or designee within fifteen (15) calendar days after receipt of an employee request for a Fourth Step Panel Hearing. At that time the panel shall select a chairperson, set the time for the hearing which shall be held as soon as practicable, but no more than fifteen (15) calendar days after the panel has been initially notified by the Director of Human Resources or designee and shall notify the grievant or the grievant's representative of the date and time of the hearing. A copy of the grievance file shall be provided to the panel members by the Director of Human Resources or designee. The Director of Human Resources or designee shall provide the grievant with a list of the documents furnished to the panel, and the grievant and the grievant's representative, at least ten (10) days prior to the scheduled panel hearing, shall be allowed access to and copies of all relevant files intended to be used in the grievance proceedings.

XVI. Conduct of the Panel Hearing

Panel hearings are not intended to be conducted like court proceedings, and the rules of evidence are not required to be followed. The conduct of the hearing shall be as follows:

1. The presence of three (3) panel members (regular or alternate) shall constitute a quorum. The panel has the specific and final authority to determine the propriety of attendance at the hearing of all persons not having a direct involvement in the hearing, provided that at the request of

the grievant, the hearing shall be private.

2. The panel may at the beginning of the hearing ask for statements clarifying the issues involved.

3. Exhibits, when offered by the grievant or the City of Hampton, may be received in evidence by the panel, and when so received, shall be marked and made part of the record.

4. The grievant and management, or representatives, shall then present the claims, proofs and witnesses, who shall testify under oath or affirmation and who shall submit to questions or other examinations. The panel shall have authority to determine the admissibility of evidence without regard to the burden of proof, or the order of presentation of evidence, so long as a full and equal opportunity is afforded to all parties for the presentation of evidence.

5. Documents, exhibits, and lists of witnesses shall be exchanged between the parties in advance of the hearing.

6. The parties may offer evidence and shall produce such additional evidence as the panel may deem necessary to an understanding and determination of the dispute. The panel shall be the judge of relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the panel and of the parties.

7. The panel has no subpoena power to compel the attendance of witnesses. The panel may, however, at the request of either party, or in its own discretion, request the voluntary appearance of witnesses or the

submission of documents.

8. The panel chairman shall specifically inquire of all parties whether there are any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the chairman shall declare the hearing closed.

9. The hearing may be reopened by the panel on its own motion or upon application of a party for good cause shown at any time before the award is made.

XVII. Panel Decision

The panel shall have the responsibility to interpret the application of appropriate City of Hampton policies and procedures in the case. It shall not have the prerogative to formulate or to change policies or procedures. The majority decision of the panel shall be final and binding and consistent with law and written policies as determined by the City Manager and/or the Director of Human Resources. The Director of Human Resources or designee or the City Manager or designee shall review the panel's decision before it is issued and shall return it to the panel for revision if it is determined to be inconsistent with law and/or written policies. The decision shall be filed in writing by the panel chairperson with the Director of Human Resources or designee not later than fifteen (15) calendar days after the completion of the hearing. Copies of the decision shall be transmitted by the Director of Human Resources or designee to the grievant, the grievant’s representative, and the grievant's Department Head. The panel shall use the following guidelines during the decision-making process.

1. The panel may consider mitigating circumstances and modify

management's action consistent with written policy.

2. The panel is to decide cases on the merits, not on compliance matters occurring prior to or during the panel hearing. All compliance questions should be referred to the Director of Human Resources or designee, and the panel may consult with the Director of Human Resources or designee on procedural questions arising during the hearing.

3. The panel, in rendering its decision, shall be guided by but not necessarily bound by the relief specified by the employee. However, the relief granted must be consistent with written policy.

4. The panel by majority vote may uphold or reverse the action of management or, in appropriate circumstances, may choose a modified remedy.

5. When the panel directs reinstatement, subsequent to a dismissal, the panel has the authority to award full, partial, or no back pay for the period of separation. An award of back pay shall be offset by interim earnings the employee received during the period of separation.

XVIII. Implementation of the Decision of the Panel

Either party in the grievance may petition the Circuit Court of the City of Hampton for an order requiring implementation of the decision of the panel.

XIX. Maintenance of Grievance Records

When a grievance is reduced to writing, a grievance case file shall be initiated by

the Department Head handling such grievance. This file shall contain copies of all forms, memoranda, letters, waivers, and/or summaries of all meetings and decisions rendered concerning the case. As the case progresses through the various steps of the grievance procedure, copies of all additional data shall be added to the file until the grievance is resolved. When the grievance is resolved the grievance case file shall constitute the official record of the case and shall be forwarded to the Department of Human Resources for appropriate maintenance and disposition.

XX. Implementation

This procedure shall apply to all grievances initiated on and after October 1, 2007. Any grievances in process prior to that date shall be administered under the policies and procedures in effect at the time the grievance was initiated at the first step.

CHAPTER FOUR

PERFORMANCE MANAGEMENT AND FEEDBACK PROGRAM

Table of Contents

I. Purpose and Administration of the Performance Management Program 1

II. Frequency of Feedback and Evaluation..... 1

III. Performance Management Program..... 1

___A. Rating and Review Process 2

___B. Forms and Guidelines 2

___C. Performance Management Evaluation Ratings 3

IV. Action Required for Less Than 'Met' Performance 3

V. Completion and Maintenance of Performance Management Forms and Evaluations 5

VI. Deferral of Performance Evaluation and Ratings 5

CHAPTER FOUR

PERFORMANCE MANAGEMENT AND FEEDBACK PROGRAM

I. Purpose and Administration of the Performance Management Program

Performance feedback and evaluation is a vital part of personnel management. It is used to enhance performance through planning, discussion, and coaching, which may be formal and/or informal. Performance feedback and evaluation shall be accomplished through the City's general Performance Management Program.

II. Frequency of Feedback and Evaluation

All Permanent Full-Time (PFT) and Permanent Part-Time (PPT) employees shall participate in the Performance Management Program that consists of performance planning, mid-year review, and annual performance management evaluation. All permanent employees will share a common review date of July 1.

Pay increases for PFT employees hired after July 31 of the current fiscal year and PPT employees who work less than 2,080 hours during the fiscal year shall be calculated on a prorated basis. PFT and PPT employees hired after March 31 of the current fiscal year will be evaluated the following fiscal year.

III. Performance Management Program

The Director of Human Resources shall develop a performance management program, to include appropriate forms, the results of which may be used as a factor in determining: eligibility for performance increases; promotion opportunities; succession

planning; demotion or dismissal for 'Did Not Meet' performance; reassignment; and professional developmental training opportunities.

A. Rating and Review Process

End of year performance management evaluations for employees below Department Head level shall be prepared by the employee's immediate manager/supervisor and approved in writing by the second level manager/supervisor or Department Head prior to discussion with the employee. In cases where the Department Head is the rater, the City Manager may review these ratings if it is deemed appropriate.

B. Forms and Guidelines

Annual performance management evaluations shall be completed on appropriate forms developed by the Director of Human Resources and included in a Personnel Administrative Instruction. Such forms shall include the overall rating categories described in Section C.

During discussion, the employee should be encouraged to discuss job interests, career goals, and any other issues that will contribute to a clearer understanding of job capabilities and career objectives in relation to City and department goals. In addition, managers/supervisors should use this occasion to communicate the City's strategic plan, the department's objectives and how the employee's contribution supports these objectives. Under ideal circumstances of continual and ongoing communication, nothing in the performance management evaluation should come as a surprise to either party. However, if the employee provides any information that causes the manager/supervisor to modify the rating, the change shall be made prior to obtaining the employee's

signature.

C. Performance Management Evaluation Ratings

1. Exceeded:

Employee has consistently demonstrated an advanced degree of competence in all job requirements and goal expectations. Employee has shown exceptional capability in all performance factors.

2. Surpassed

Employee has consistently demonstrated proficiency in many job requirements and goal expectations. Employee has excelled in all performance factors.

3. Achieved:

Employee has consistently met job requirements and goal expectations. Employee has successfully demonstrated all performance factors.

4. Met

Employee requires guidance and direction to meet job requirements and goal expectations. Employee has demonstrated some or most performance factors.

5. Did Not Meet:

Employee is not making sufficient progress toward job requirements or goals. Employee has not demonstrated all or most performance factors.

IV. Action Required for Less Than 'Met' Performance

When the manager/supervisor anticipates the possibility of an overall 'Did Not Meet' performance rating due to a significant decline or deficiency in performance, the employee shall be inform of that determination as soon as possible.

When an employee is assigned a 'Did Not Meet' rating or provided written notice of poor performance which could lead to serious consequences, such as demotion or dismissal, the employee must be given a reasonable opportunity to bring job performance up to a 'Met' level. The time frame for this opportunity shall not exceed six (6) months. This may occur at any time during the rating period that the manager/supervisor determines an employee's performance to be below a 'Met' level. It may also occur in connection with an end of year performance management evaluation and in this case will serve to delay the merit increase up to six (6) months. The appropriate performance management form or format shall be utilized for this purpose and must state:

1. What job requirements the employee is failing to perform at the 'Met' level.
2. What the employee must do to bring work performance to a 'Met' level.
3. What efforts will be made by management to help the employee improve (e.g. on-the-job or formal training, regular feedback, mentoring).
4. The period of time given the employee in which to improve the job performance to a 'Met' level shall be stated in calendar days. Such period must be reasonable in relation to the improvement desired but may not exceed six (6) months.

If the employee's performance does not improve to a 'Met' level within the specified time frame, the employee shall be removed from the position by reassignment,

demotion, or dismissal as determined appropriate by the Department Head in coordination with the Director of Human Resources or designee. If the decision is to demote or dismiss, such action shall be completed in accordance with the applicable provisions of this manual concerning demotion and dismissal.

If the employee's performance improves to the 'Met' level or better, the employee shall receive a prorated merit increase for the remainder of the evaluation period.

V. Completion and Maintenance of Performance Management Forms and Evaluations

Written performance management forms shall be completed, to include all required comments and signatures, and maintained in accordance with a procedure developed by the Director of Human Resources in the form of a Personnel Administrative Instruction.

VI. Deferral of Performance Management Evaluation and Ratings

A performance management evaluation and/or rating may be deferred in cases where an employee has been in a non-work status (e.g., FMLA, educational leave, work related injury or occupational disease, extended leave without pay) and/or the employee's manager/supervisor has not had sufficient opportunity to observe the work performance in the employee's regularly assigned duties. When an employee is in a non-work status for a prolonged period (usually more than 30 days or 240 hours), the Department Head may defer the performance management evaluation for a time period that shall not exceed the total time of the employee's absence from regularly assigned

duties. The deferral shall be documented by the Department Head in a memorandum to the Director of Human Resources with a copy provided to the employee. Any increase that results from a deferred performance management evaluation shall be prorated for the remainder of the evaluation period.

If the extended absence is due to military leave, the employee will be granted an increase upon return to work. The employee will receive the average merit increase of those in the same job title, or in the case of a single incumbent, the City's average merit increase will apply.

CHAPTER FIVE

COMPENSATION

Table of Contents

I. City of Hampton Compensation Program 1

A. City of Hampton Compensation Philosophy 1
B. Compensation Plan 3
C. Pay Administration 4
D. Applicability 6

II. Categories of Positions 7

A. Permanent 7
B. When Actually Employed 7

III. Establishing Hourly Rates 7

A. Establishing Straight Time Hourly Rates 7
B. Establishing Hourly Rates for Overtime Purposes 7
C. Federal Minimum Wage 8
D. Partial Hour Calculation 8

IV. Special Hiring Rates 8

A. Managerial/Professional, Administrative/Technical, Public Safety Employees 8
B. WAE Employees 8
C. Selection of WAE Employees for Permanent Full-Time Positions 9

V. Merit Increases 9

A. Merit Increase Administration 9
B. Effect of less than 'Met' Rating on Merit increases 9

VI. Promotions 10

A. Permanent Full-Time and Permanent Part-Time Employees 10
B. Temporary Promotions 10

VII. Demotions 11

VIII. Reassignment 12

A. Reassignment to a Position in the Same Pay Range 12
B. Reassignment Through No Fault to a Position in a Lower Pay Range 12
C. Voluntary Reassignment to a Position in a Lower Pay Range 12
D. WAE Employee 13

IX. Administrative Upgrade 13

X. Reclassification or Assignment of Position to a Different Pay Range 13

XI. Salary Adjustment Within Pay Range 14

XII. Reinstatement 14

XIII. Eligibility for Overtime 15

A. Exempt Employees 15
B. Non-Exempt Employees 15
C. Non-Exempt Uniformed Fire and Rescue Division Employees 15
D. Non-Exempt Sworn Police Division Employees on a 28-Day Cycle 15
E. Overtime Pay During Emergencies and Disasters 15

XIV. Compensatory Time 16

A. Exempt Employees 16
B. Non-Exempt Employees 16
C. Maximum Accumulation of Compensatory 16

XV. Longevity Pay 17

XVI. City Holidays 17

A. City Holiday Observance 17
B. City Holiday Pay 18

XVII. Call-Out and On-Call Pay 19

A. Call-Out Pay 19
B. On-Call Pay 20

XVIII. Emergency Management and Inclement Weather 20

XIX. Achievement Award Program 21

A. Monetary Awards 22

B. Non-Monetary Awards 22

XX. Additional Compensation 23

A. Bonus 23
B. Annual Stipend 23
C. Weapons Allowance 24
D. Educational Incentives 24
E. Certification Incentives 24
F. Critical Skills Retention Incentive 25
G. Sustained Performance Adjustments 26

XXI. Fair Labor Standards Act..... 26

Appendix 1 – Administrative/Technical Pay Ranges
Managerial/Professional Pay Ranges
Public Safety Pay Ranges
WAE Hourly Pay Rates

Personnel Administrative Instruction 5.1 – Employment Offer Verification
Personnel Administrative Instruction 5.2 – Achievement Award Process
Personnel Administrative Instruction 5.3 – Police Division Incentive Pay
Personnel Administrative Instruction 5.4 – Fire and Rescue Division Incentive Pay
Personnel Administrative Instruction 5.5 – Sick Leave Bonus
Personnel Administrative Instruction 5.6 – Time & Attendance Reporting and Retention Requirements
Personnel Administrative Instruction 5.7 – Critical Skills Retention Incentive

CHAPTER FIVE

COMPENSATION

3. City of Hampton Compensation Program

A. City of Hampton Compensation Philosophy

The City of Hampton's goal is to be the employer of choice by meeting the career needs of our employees. This will be accomplished by attracting, retaining and motivating high-performing employees and providing a competitive total compensation package. The total compensation package is based on economic conditions, service delivery to citizens and the financial resources available in the community.

B. City of Hampton Compensation Plan Definitions:

1. **Career Needs** – The City recognizes the need for individuals to grow professionally. To this extent the City will encourage personal and professional growth and development both vertically and horizontally for employees. The City values continuous growth in knowledge, skills, and competencies, which result in enhanced service to citizens and adds value to the organization.

2. **Motivation and Retention Strategies** – Factors contributing to increased job satisfaction and therefore greater motivation and productivity include but are not limited to:

   - On-the-job training opportunities

- Opportunities to receive performance feedback, coaching and mentoring
- Opportunities for direct, positive feedback from customers
- Cross-training opportunities
- Public praise or recognition for customer delight
- Flexible scheduling where feasible
- Friendly and collaborative work environments
- Open door management
- Opportunities for continuous learning and organizational involvement

3. **High Performance Employees Consistently**

- Treat others with dignity and respect
- Master all job requirements
- Assume responsibility beyond job expectations
- Seek additional educational and career development opportunities
- Foster customer delight
- Demonstrate sound judgment
- Facilitate project completion

4. **Total Compensation Package** – The City's total compensation package includes: base and incentive pay, longevity pay, medical benefits, retirement, paid annual and

sick leave, tuition reimbursement, employee assistance program, flexible scheduling and career development opportunities.

5. **Economic Conditions Include:**

   - Local, regional and state economic conditions (e.g. cost-of-living and cost-of-labor indices)
   - The level of income growth of Hampton residents
   - The performance of Hampton businesses

6. **Service Delivery to Citizens** – Services, activities and events provided by City employees that enhance the quality of life and ensure the safety and security of citizens.

7. **Availability of Financial Resources** – In accordance with the financial policies established by City Council, the availability of sufficient resources in the City's budget to fund the total compensation package.

C. Compensation Plan

The City's compensation plan shall be developed, maintained and administered by the Director of Human Resources, acting for the City Manager. The Director of Human Resources shall have responsibility for management of the compensation plan. However, the plan may be administered with input and participation from managers and employees at all levels of the organization.

D. Pay Administration

1. Surveys

Surveys may be conducted on an ongoing basis as positions become vacant, upon Department Head request or upon initiation of the Director of Human Resources when it is determined necessary for the effective administration of the compensation system.

2. Assignment of Positions to Pay Ranges

The Director of Human Resources or designee shall be responsible for assigning City positions to a pay schedule, pay range, and/or pay band. This assignment is based on market data and the City Manager's determination of the strategic value of positions and/or employees to the organization. Strategic value considerations may involve turnover, skill sets, recruitment and retention concerns, the impact of specific positions and employees on the organization's mission, and other relevant factors.

Pay ranges for Managerial/Professional, Administrative/ Technical, Attorney, and Public Safety positions and pay rates for WAE positions are located in the appendices of this chapter.

Compensation for executives and other senior level managers is established by the City Manager based on accomplishments and budgetary limits. Compensation for executives and senior level managers may be monetary, non-monetary or a combination of both.

3. Establishing Pay on Ranges or Bands

The employee's base salary shall be set within the pay range, pay band, and/or on the pay schedule established for the position. No employee's base salary shall be more than the maximum or less than the minimum pay established for the position.

4. Broad Banding Structures

The Director of Human Resources may develop and implement broad banding structures where pay zones within a broad band are more appropriate than traditional pay ranges. Customized structures may be designed to fit the specific mission, objectives and needs of one (1) or more departments or teams, and shall establish policies for pay changes within bands and zones. A broad band shall consist of two (2) or more approved pay ranges linked together and may include zones within the band. Criteria shall be established distinguishing one zone from another and shall include performance outcomes expected from employees assigned to the zone. Movement along the zone and/or band shall be based on performance results as outlined in an approved plan. Employees shall have pay set on a zone within the band in accordance with pay-setting provisions. The plan for each department must be approved by the City Manager prior to implementation.

5. Commission Sales Plans

The Director of Human Resources may develop commission sales pay plans for employees who work in sales and/or marketing positions. Plans may be modified to fit the specific mission and objectives of

particular types of sales/marketing operations, and may include provisions for base pay, commissions, and/or bonuses based on performance outcomes. Compensation plans established for sales/marketing employees shall be based on sales performance, and may also take into account market data and analysis, trend information resulting from previous City of Hampton sales and marketing activities, outside information resources and indices, and strategic considerations as determined appropriate by the City Manager. The plan for each department must be approved by the City Manager.

E. Applicability

This manual shall apply to and is the sole authority for setting rates of pay for the following categories of jobs and employees: general fund and non-general fund, except: members of City Council; elected officials and the employees of elected officials not covered by written agreement; the City Manager; City Attorney; Department Heads and other managers assigned to the executive compensation plan; employees or persons whose rates of pay are otherwise determined by Virginia law; employees or persons providing a specialized service under the supervision of a City of Hampton activity who are paid from other than federal, state, or general funds (e.g. security employees provided to local businesses and producers, sponsors, or promoters utilizing the Coliseum) and other individuals who are exempt from the City pay system as defined in Chapter One, Section II. Its application to any of these activities or any non-city agency shall be by mutual agreement between the City Manager, the Director of Human Resources and the head of the agency/activity concerned.

II. Categories of Positions

A. Permanent

1. **Permanent Full-Time (PFT):** Positions needed on a continuing basis and requiring a regularly scheduled workweek of forty (40) hours or more.

2. **Permanent Part-Time (PPT):** Positions needed on a continuing basis and requiring a regularly scheduled workweek of forty (40) or less hours.

B. When Actually Employed

When Actually Employed (WAE): Positions required on an ongoing or temporary basis in which the incumbents work and are paid when actually needed.

III. Establishing Hourly Rates

A. Establishing Straight Time Hourly Rates

When a straight time hourly rate is required for any purpose it shall be derived by dividing the annual salary of the position by 2080 for all employees except for uniformed Fire and Rescue Division employees on twenty-four (24) hour shifts whose rate is derived by dividing the annual salary by 2704.

B. Establishing Hourly Rates for Overtime Purposes

Hourly rates for overtime purposes shall be based on one and one-half (1.5) times the sum of the employee's straight time hourly rate plus any additional remuneration as specified by the Fair Labor Standards Act.

C. Federal Minimum Wage

The City is subject to the Fair Labor Standards Act therefore, the Federal Minimum Wage shall apply to all individuals employed by the City, regardless of source of funding. Increases in the Federal Minimum Wage shall be automatically implemented on dates specified in the enacting legislation.

D. Partial Hour Calculation

Time reported for pay purposes will be rounded to the nearest quarter hour (1/4) using the eight (8) minute rule.

IV. Special Hiring Rates

A. Managerial/Professional, Administrative/Technical, Public Safety Employees

A new employee or a rehired employee with a break in service of more than ninety (90) calendar days shall normally be hired at the minimum of the pay range. Based on a new employee's knowledge, skills and abilities, special hiring rates and/or a sign-on bonus may be granted with written approval of the Director of Human Resources and/or the City Manager, as appropriate.

B. WAE Employees

WAE employees shall normally be paid at the rate assigned to the position. New employees may be paid at a higher rate in special circumstances with written approval of the Director of Human Resources and/or the City Manager, as appropriate. The higher rate of pay shall be assigned to a rate on the WAE pay scale.

C. Selection of WAE Employees for Permanent Full-Time Positions

WAE employees who are selected for permanent full-time positions shall be considered new employees and are eligible for special hiring rates as outlined in Section A.

V. Merit Increases

A. Merit Increase Administration

All merit increases shall be established by City Council resolution based on the recommendation of the City Manager. Permanent Full-Time and Permanent Part-Time employees shall be eligible for merit increases the first pay cycle of the fiscal year. WAE employees shall not be eligible for merit increases. Merit increases shall be included in base pay until the salary reaches the maximum of the pay range or applicable zone on an approved pay band.

B. Effect of less than 'Met' Rating on Merit increases

A merit increase for an employee with performance that is less than 'Met' shall be deferred for up to six (6) months, with Department Head approval and in coordination with the Department of Human Resources. The reason for the deferral of the merit increase shall be discussed with the employee. The employee shall be given an opportunity to improve performance during the deferral period in accordance with the provisions of Chapter Four, Section IV of this manual. The Performance Improvement Plan shall be documented as an attachment to the Performance Management Form and forwarded to the Department of Human Resources. If the employee improves performance to an overall 'Met' level or better during the deferral period, then the employee shall be granted the appropriate prorated merit increase to be effective at the

end of the deferral period.

VI. Promotions

A. Permanent Full-Time and Permanent Part-Time Employees

A permanent employee who competes for and is promoted to a position with a higher pay range midpoint shall be granted an increase at the time of promotion.

1. No Change in Fair Labor Standards Act Status

The new salary shall be set at the minimum of the new pay range or the employee shall receive an eight percent (8%) increase, not to exceed the absolute maximum of the new pay range, whichever is greater.

2. Change in Fair Labor Standards Act Status – Non-Exempt to Exempt

When an employee is promoted from a position subject to overtime compensation to a position not subject to overtime compensation in accordance with the Fair Labor Standards Act, the new salary shall be set at the minimum of the new pay range or the employee shall receive a ten percent (10%) increase, not to exceed the absolute maximum of the new pay range, whichever is greater.

3. Change in Fair Labor Standards Act Status – Exempt to Non-Exempt

When an employee is promoted from a position not subject to overtime compensation to a position subject to overtime compensation in accordance with the Fair Labor Standards Act the new salary shall be set at the minimum of the new pay range or the employee shall receive an eight percent (8%) increase, not

to exceed the absolute maximum of the new pay range, whichever is greater.

B. Temporary Promotions

Establishing pay for temporary promotions shall be the same as for permanent promotions. An employee who is temporarily promoted and later reverts to the former position shall have pay set at the rate that would have attained had the temporary promotion not occurred. Merit increases for employees in a temporary promotion status shall be calculated based on the employee's base pay in the permanent assignment and added to the employee's total salary in the temporary promotion. The only exception to this policy shall be for employees temporarily promoted to positions on Executive Pay, in which case the City Manager shall establish annual salaries.

VII. Demotions

The following policies for establishing pay apply to employees who are demoted to positions with a lower pay range midpoint or rate of pay due to poor performance, failure to meet job requirements or misconduct. An employee who is demoted from a position to another position with a lower pay range midpoint because of less than 'Met' performance, failure to meet job requirements or misconduct, shall have pay reduced by fifteen percent (15%) or set at the minimum of the new pay range, whichever results in the least loss of pay. Base pay shall not exceed the maximum of the new pay range. A WAE employee moved to a WAE position at a lower rate of pay due to unsatisfactory performance, failure to meet job requirements or misconduct shall have pay set at the lower rate.

VIII. Reassignment

The following policies for establishing pay apply to employees who are reassigned from a position to another position for which the same or a lower range of pay is prescribed. Reassignments may be at the employee's request or for management reasons.

A. Reassignment to a Position in the Same Pay Range

An employee who is reassigned from a position to another position with the same pay range midpoint shall remain at the same rate of pay. An employee who is reassigned from one funding source to another with the same position title and same pay range midpoint shall remain at the same rate of pay.

B. Reassignment through No Fault to a Position in a Lower Pay Range

An employee may be reassigned from a position to another position with a lower pay range midpoint through no fault (e.g. reorganization, reduction in force, reevaluation of the position, response to market factors). The employee shall retain the current base pay unless it exceeds the maximum of the new pay range, in which case the base pay shall be set at the maximum of the new pay range.

C. Voluntary Reassignment to a Position in a Lower Pay Range

An employee who requests and is reassigned to a position with a lower pay range midpoint shall have the base pay set at the time of the action.

1. No Change in Fair Labor Standards Act Status

   The base pay will be set at the minimum of the new range or reduced by eight percent (8%), whichever

results in the least loss of pay.

2. Change in Fair Labor Standards Act Status – Non-Exempt to Exempt

The base pay will be set at the minimum of the new range or reduced by eight percent (8%), whichever results in the least loss of pay.

3. Change in Fair Labor Standards Act Status – Exempt to Non-Exempt

The base pay will be set at the minimum of the pay range or reduced by ten percent (10%), whichever results in the least loss of pay.

D. WAE Employee

A WAE employee who is reassigned to a position at a lower rate of pay shall have the pay set at the lower rate of pay.

IX. Administrative Upgrade

A trainee/recruit who has met all the requirements of the higher level position for which the employee is being trained shall be administratively upgraded without competition with Department Head approval. The employee shall retain the existing base pay or the minimum of the new pay range whichever is greater.

X. Reclassification or Assignment of Position to a Different Pay Range

When a position is assigned to a pay range with a higher midpoint or a higher pay rate, the employee shall retain the current base pay or be placed at the minimum of the new pay range or rate, whichever is greater. When a position is assigned to a pay range with a lower midpoint or pay rate the employee shall retain the current base pay

unless it exceeds the maximum of the new pay range or rate, in which case the base pay shall be set at the maximum of the new pay range. These actions are administrative in nature and do not require competition on the part of the incumbents.

XI. Salary Adjustment within Pay Range

Salary adjustments, not to exceed the maximum of the pay range for the position, may be granted in cases where:

1) an employee has assumed significantly greater responsibility

2) an increase is necessary to retain a valuable employee who has received a written competing job offer or a competing job offer that has been verified by Human Resources

3) other valid reasons as determined by the Department Head

Requests must be approved in writing by the Director of Human Resources and the City Manager. Supporting documentation and approval shall be included in the employee's official personnel file.

XII. Reinstatement

A former permanent employee, who leaves employment in good standing, may be reinstated if reemployed within ninety (90) calendar days from the date of separation. The reinstated employee must be appointed to a position with the same title and rate of pay (plus any applicable adjustments made subsequent to separation) and position status from which the employee was separated. The period of separation shall be considered as leave without pay.

XIII. Eligibility for Overtime

A. Exempt Employees

Employees assigned to positions determined to be exempt under the Fair Labor Standards Act are expected to work such hours necessary to accomplish the assigned responsibilities without additional compensation.

B. Non-Exempt Employees

Employees assigned to positions determined to be non-exempt under the Fair Labor Standards Act are eligible for overtime for hours worked in excess of forty (40) in an administrative workweek.

C. Non-Exempt Uniformed Fire and Rescue Division Employees

Non-exempt uniformed Fire and Rescue Division employees shall be paid in accordance with the Code of Virginia, Section 9.1-700 *et seq.*

D. Non-Exempt Sworn Police Division Employees on a 28-Day Cycle

Non-exempt sworn Police Division employees assigned to positions determined to be non-exempt under the Fair Labor Standards Act are eligible for overtime for hours worked in excess of the regularly scheduled work hours in a designated twenty-eight (28) calendar-day cycle.

E. Overtime Pay During Emergencies and Disasters

Overtime payment for exempt employees (not normally eligible for overtime compensation) may be authorized by the City Manager during emergencies or disasters.

XIV. Compensatory Time

A. Exempt Employees

Employees assigned to positions determined to be exempt under the Fair Labor Standards Act are expected to work such hours necessary to accomplish the assigned responsibilities without additional compensation or compensatory time.

B. **Non-Exempt** Employees

Non-exempt employees may be granted compensatory time in lieu of cash payment on the basis of one and one-half (1.5) hours off for each hour worked in excess of forty (40) in an administrative work week. Compensatory time may be granted and shall be documented in an agreement between the manager/supervisor and the employee before the performance of the work. Compensatory time shall be documented on an approved City of Hampton time reporting form for each administrative work week. Detailed instructions on tracking non-exempt compensatory time are contained in the Personnel Administrative Instruction.

Compensatory time may be taken at the employee's request with supervisory approval so long as the use of the compensatory time does not unduly disrupt the operations of the department. Employees may be paid at the current overtime rate for accumulated compensatory time at management's discretion.

C. Maximum Accumulation of Compensatory Time

Employees may accumulate a maximum of sixty (60) hours of compensatory time. Overtime hours in excess of the maximum must be compensated at the overtime rate. The compensatory time balance shall be paid at the current overtime rate upon separation from employment.

XV. Longevity Pay

Permanent Full-Time employees shall receive longevity pay at the rate of two hundred dollars ($200) for each three (3) full years of continuous service. Such service shall be computed from the individual employee's last date of employment with the City and longevity increments shall be effective at the beginning of the first pay period of the calendar month in which the employee attains eligibility. There is no limit on the number of longevity increments an employee can earn.

XVI. City Holidays

A. City Holiday Observance

The City shall observe ten (10) paid holidays each calendar year, one of which may be the employee's birthday which may be taken on another work day within the calendar year with management approval. The City Manager shall designate the City holidays and the dates on which such holidays will be observed prior to the beginning of each calendar year. Sworn Police employees, uniformed Fire and Rescue employees on twenty-four (24) hour shifts and other employees who work in operations that must be continuously maintained regardless of holidays may observe the actual legal holidays for pay purposes. Such operations and employees shall be identified in writing by the Department Head.

Permanent Full-Time employees who actually work, or who are in an approved paid leave status, on the last working day before the City holiday and the first working day after the City holiday shall be compensated for City holidays. Permanent Part-Time and WAE employees shall not be paid when excused from work on a City holiday. Permanent Full-Time employees not required to work on a City holiday shall be excused from duty and shall be paid the straight time rate for

the regularly scheduled shift.

B. City Holiday Pay

All employees who have been directed and authorized by an appropriate management official to perform work on a City holiday shall be paid two and one-half (2 1/2) times the straight time rate for all hours actually worked. Hours worked outside the assigned shift shall be compensated as straight time or overtime as appropriate in accordance with Section XIII of this Chapter. Holiday pay shall only be paid for the portion of the shift that falls within the period from 12:01 a.m. through midnight on the City holiday.

1. Employees may be assigned to a regularly scheduled workweek of forty (40) hours on days other than Monday through Friday. If a designated City holiday falls on the first day off, the preceding workday is observed as the holiday. If a designated holiday falls on the second day off, the following workday is observed as the City holiday.

2. Employees may be assigned to a regularly scheduled workweek consisting of four (4) ten (10) hour days. If a designated City holiday falls on one of the regularly scheduled days off either the preceding or following regularly scheduled workday will be observed as the City holiday.

3. Sworn Police Division employees and Public Safety Communications employees shall receive holiday pay or equivalent time off. The equivalent time off for these City holidays must be taken not later than March 31st of the following calendar year. The holiday time off shall

be scheduled at the employee's request with supervisory approval. If the equivalent time off is not granted, the employee shall be paid eight (8) hours of pay at the holiday rate for each City holiday not taken. Payment will be made no later than April 30th of that year.

4. Uniformed Fire and Rescue employees on twenty-four (24) hour shifts shall earn twelve (12) hours of paid time off each calendar year for each City holiday not actually worked. The paid time off for these holidays must be taken not later than March 31st of the following calendar year. The paid time off shall be scheduled at the employee's request with supervisory approval. If the time off is not granted, the employee shall earn twelve (12) hours of pay at the holiday rate of pay for each City holiday not taken. Payment shall be made no later than April 30th of the current year.

XVII. Call-Out and On-Call Pay

A. Call-Out Pay

Non-exempt employees may be subject to call-out that does not unduly restrict freedom to conduct personal business. Employees on call-out may be required to carry a pager, notify a manager/supervisor as to contact arrangements, or be included on a list of employees who may be called in to work on a rotational basis. Employees actually called to work under these circumstances shall be guaranteed at least two (2) hours pay for that work period. Travel time to and from work is not compensable time. The call-out requirement shall be included in the position description or in an official memorandum and the employee shall be informed in advance of the scheduling of call-out time.

B. On-Call Pay

A non-exempt employee who is required by management to be immediately available to respond to situations outside of the regularly scheduled shift, whose movements are severely restricted, and who is required to respond to a call to duty within a very short period of time shall be considered to be on-call for pay purposes. On-call employees shall be paid at the applicable hourly rate for all on-call hours less meal and sleep time. Payment for on-call status shall be paid in one (1) hour increments and the minimum paid shall be one (1) hour. If the on-call work hours cause the employee to exceed forty (40) hours in an administrative workweek, the regularly scheduled work hours in a 28-day cycle in the case of eligible sworn Police Division employees, or the regularly scheduled work hours in a 21-day cycle in the case of eligible uniformed Fire and Rescue Division employees, overtime rates shall apply. If the on-call work period falls on a City holiday, holiday rates shall apply. The on-call requirement shall be included in the position description or in an official memorandum and the employee shall be informed in advance of the scheduling of on-call time.

XVIII. Emergency Management and Inclement Weather

The City Manager or designee has the discretion to close all or any part of the City offices and operations when a situation exists that endangers life or City property, involves the safety or welfare of employees, or otherwise warrants such action.

Employees designated as "essential personnel" are generally defined as providing those services that must be continued regardless of or pursuant to a state of emergency. Essential personnel are expected to report for duty on time and remain on duty throughout the assigned shift as required to ensure that essential services continue uninterrupted. Essential personnel who work during the time the City is closed, opens

late and/or closes early will be paid in accordance with Section XIII for those hours worked until the City resumes normal operations. Essential personnel will be granted the equivalent time off for the hours worked.

When the City is closed, employees who are designated as "non-essential personnel" by the Department Head, who are scheduled to work and not in a paid or unpaid approved leave status (to include but not be limited to sick, vacation, holiday, compensatory, military, administrative, Family and Medical Leave, and leave without pay) shall not be subject to a loss of pay or be charged leave.

Permanent Full-Time employees who choose to take liberal leave when the City is open during emergencies or in inclement weather will be charged leave for regularly-scheduled time not worked. Permanent Full-Time employees shall have this absence charged to annual leave, leave without pay, or compensatory time.

Employees who are not scheduled to work when the City closes will not receive equivalent time off. This includes essential and non-essential personnel who are in an approved paid or unpaid leave status as well as those employees who are not regularly scheduled to work the day the City is closed.

Permanent Part-Time and WAE employees are not compensated for hours not worked.

City employees should call 311 or 727-8311 and/or monitor local radio and television stations for the most up-to-date information related to closures.

XIX. Achievement Award Program

The Achievement Award Program rewards employees whose creative ideas, suggestions, and actions result in improved service delivery, cost-savings, revenue-

generation and/or enhances the City's image. The Achievement Award Program may be used to reward individual and/or group outcomes. Awards equal to or greater than one thousand dollars ($1,000) shall be approved by the City Manager. The program is detailed in a Personnel Administrative Instruction.

Department Heads, in coordination with the Department of Human Resources and with employee input, may develop written guidelines, performance criteria, incentives and rewards. Department plans may utilize a broad range of incentives including both monetary and non-monetary rewards. The City Manager or designee is responsible for developing an achievement program for Department Heads and the City Manager's staff.

Achievement awards shall meet at least one (1) of the following criteria:

1) the activity being rewarded provides a monetary savings to the City,

2) the activity increases the City's capability to provide effective services,

3) the activity enhances the City's image.

A. Monetary Awards

Monetary awards to an individual or groups for cost-saving or revenue-generating initiatives shall not exceed a total of ten percent (10%) of annual cost-savings or revenue generated. Monetary awards for other kinds of eligible initiatives shall be determined by the Department Head or designee based on departmental achievement award plans.

B. Non-Monetary Awards

Non-monetary awards may include, but are not limited to, paid time off, commemorative gifts, training, tuition reimbursement, certificates of recognition, gift

certificates or designated parking spaces.

XX. Additional Compensation

Additional compensation may be in the form of a bonus, annual stipend, weapons allowance, educational incentive, certification incentive, critical skills retention incentive, or sustained performance adjustment.

A. Bonus

In cases when an exempt employee is assigned responsibility by the City Manager or Department Head for the management of project(s) of significant scope, in addition to regular duties, a bonus may be awarded upon successful completion of the project(s). The amount of the bonus shall be determined on a case-by-case basis and shall be approved in writing by the City Manager or designee.

B. Annual Stipend

An annual stipend may be awarded in those cases where an exempt employee is required to represent the City at a variety of meetings and/or on community groups, boards, or commissions, in addition to regularly scheduled shifts. The amount of such stipend shall be approved by the City Manager and shall be paid when the following criteria are met:

1. The employee is assigned to represent the City as a part of a community-based collaborative initiative and is accountable for progress toward an identified objective that advances the strategic goals of the City.
2. The employee has little or no control over the scheduling of the additional work hours.

The Department Head shall determine the eligibility for the stipend based on the type of work being performed and notify the employee that the work meets the stipend program criteria. The Department Head shall be responsible for maintaining documentation on the assignment and the dates and hours worked during the fiscal year. The employee may qualify for a maximum stipend of thirty-five hundred dollars ($3,500) for three hundred twelve (312) or more hours worked over and above the regular work schedule. Eligible employees who work less than the three hundred twelve (312) hour threshold shall be paid on a prorated basis. The annual stipend shall be paid in a lump sum.

C. Weapons Allowance

Sworn public safety employees who are authorized to carry a weapon in the performance of duties may receive an annual weapons allowance as determined by City Council resolution. Such allowance, when authorized, shall be paid at the start of each fiscal year in a lump sum. Eligibility for the weapons allowance shall be discontinued effective on the date the employee is no longer authorized to perform public safety-related duties.

D. Educational Incentives

Educational incentives are available to Permanent Full-Time sworn Police Division and uniformed Fire and Rescue Division employees who receive directly applicable education and/or certifications from an institution that is approved by a regionally or nationally recognized accrediting agency. Course work in Fire Science, Fire Administration/ Police Science, Criminal Justice, or related field of study determined by the Fire Chief/Police Chief shall be defined as directly applicable

education. Credit will be given for completed degrees only. The educational/certification incentive shall be paid in accordance with the applicable Personnel Administrative Instruction (PAI).

E. Certification Incentives

Certification incentive plans contribute to the success of the City's overall mission by rewarding employees for increasing and maintaining knowledge and skills. Certification incentive plans are department specific and developed by the Department Head in conjunction with the Department of Human Resources. All certification incentive plans shall be approved in writing by the City Manager.

F. Critical Skills Retention Incentive

All Permanent Full-Time employees who are eligible for unreduced retirement as defined by the Virginia Retirement System, whose immediate departure would create functional hardship on the Department's or City's short term goals or ongoing responsibilities, and are paid at the maximum of the appropriate pay scale are eligible for the Critical Skills Retention Incentive program.

Although eligible employees may participate in the Critical Skills Retention Incentive program for a maximum of three years, there is no minimum time limit on the participation period. The incentive amount is on a declining scale by year and is paid each pay cycle. The incentive amount during the first year is calculated at five percent (5%) of base pay. The incentive for the second year is calculated at four percent (4%) of base pay. The incentive for the third (final) year is calculated at three percent (3%) of base pay. Participation in the Critical Skills Retention Incentive program must be authorized by the City Manager or designee, Director of Human Resources, and the

appropriate Department Head as outlined in the Personnel Administrative Instruction.

G. Sustained Performance Adjustments

Sustained performance adjustment programs are established as a career path for eligible employees. The City offers these programs to encourage employees to seek opportunities to expand knowledge, skills and abilities. These programs allow employees to advance through a pay range or pay band by obtaining qualifications above the minimum requirements of the position. Sustained performance adjustment plans are department specific and developed by the Department Head in conjunction with Human Resources and approved in writing by the City Manager.

XXI. Fair Labor Standards Act

It is the policy of the City of Hampton to comply with the requirements of the Fair Labor Standards Act (FLSA). Therefore, all managers and supervisors are prohibited from making improper deductions from the salaries of exempt employees. The City does not allow deductions that violate the FLSA.

CHAPTER SIX

BENEFITS AND SERVICES

I. General Statement Concerning Benefits 1

II. Group Life Insurance 1

III. Health Insurance 2

A. Retirees 3
B. Surviving Spouse and/or Dependents 5
C. Contributions and Coverage during Periods of Non-Pay Status 6
D. Extended Illness 7
IV. Workers' Compensation 8

A. Salary Make-Up 8
B. Effect of Workers' Compensation Status on Other Benefits 8

V. Retirement Program 9

VI. Legal Aid in Civil Matters 10

VII. Unemployment Compensation 10

VIII. Casualty Assistance 11

A. Department Head 11
B. Director of Finance 11
IX. Service Awards and Honorary Recognition 12

A. Service Awards 12
B. Letters of Commendation 12
X. Payroll Deductions 12

XI. Uniforms and Uniform Allowances 13

XII. Employee Assistance Program 13

A. The Referral Process 14
B. Time Off Provisions 15
C. Cost of Follow-Up Services 16
XIII. Other Benefit Programs 16

Personnel Administrative Instruction 6.1 – Service Awards

Personnel Administrative Instruction 6.2 – Workers' Compensation

Personnel Administrative Instruction 6.3 – Employee Education Assistance Program

CHAPTER SIX

BENEFITS AND SERVICES

I. General Statement Concerning Benefits

It is the City's objective to provide a competitive program of benefits designed to attract, retain, and motivate a diverse group of employees. The programs described in this chapter represent some of the benefits and services the City of Hampton provides to Permanent Full-Time employees in addition to the normal salaries. In addition to the programs described here, the City provides a comprehensive leave program which is described in Chapter Seven of this manual. WAE, Seasonal, and Permanent Part-Time employees are not normally eligible for benefits.

II. Group Life Insurance

The City of Hampton Group Life Insurance Program is a part of the Virginia Retirement System (VRS) and participation is mandatory for all Permanent Full-Time employees. Coverage shall be effective on the date of employment. Both the employee and the City share in the cost of this insurance program. The Director of Finance shall be responsible for the general administration of the Group Life Insurance Program. The Department of Human Resources shall provide initial orientation regarding the program to new employees and shall, as a part of the employment processing, ensure completion of forms prescribed for enrollment in the program. The Director of Finance and the Director of Human Resources shall cooperate in periodically advising employees concerning the benefits and costs associated with the program.

Employees eligible under the VRS Group Life Insurance Program may elect

additional coverage through the VRS Optional Life Insurance Plan. Coverage may also be elected for a spouse and/or children. The employee is required to enroll within thirty-one (31) days of the first day of employment or may waive coverage. If waived at the initial enrollment period, later participation must be approved by the insurance company before coverage is effective. However, certain qualifying events which could affect coverage, such as marriage, divorce, birth, legal custody or adoption of a child, may allow changes in coverage. Qualifying events must be reported to the Department of Finance within thirty-one (31) days of the event in order for a change to take place the first of the following month. Other changes in coverage will be made in accordance with the guidelines prescribed by VRS. The cost of optional life coverage is paid entirely by the employee.

III. Health Insurance

The City of Hampton Health Insurance Program is provided through carrier(s) approved by the City Manager or through a self-insured program(s). The enrollment shall be optional for all Permanent Full-Time employees who have completed ninety (90) calendar days of service. Employees who fail to enroll within ninety (90) calendar days of full-time employment, or who are no longer enrolled, will only be able to enroll or re-enroll during the city's open enrollment periods or within thirty-one (31) calendar days of a qualifying loss of other coverage (for employee, spouse, or dependent child) or a change in family status (defined as: marriage, divorce or legal separation; death of spouse or dependent; loss of dependent status; birth or adoption of employee's child; legal custody of a child; termination or commencement of spouse’s employment that affects coverage; a change in status from either full-time or part-time by the employee

or the employee's spouse's that affects coverage; or unpaid leave of absence taken by the employee or the employee's spouse). An eligible spouse and/or dependent(s) of an employee enrolled for coverage must be enrolled at the same time as the employee or subsequently may be added only during open enrollment, or within thirty-one (31) calendar days of a qualifying loss of other coverage or a change in family status as defined above. The following documentation is required to enroll eligible family members: birth certificates, adoption papers, or court-ordered custody papers for dependent children; and a marriage certificate for a spouse. WAE, Seasonal, and Permanent Part-Time employees shall not normally be eligible to become members of the health insurance program, unless specifically approved by the City Manager as part of a benefits program for other than Permanent Full-Time employees.

The City shall pay a portion of the health insurance premium in an amount to be determined by the City Manager after annual review, and the employee shall pay the remaining portion of the premium through payroll deduction based on the plan and level of coverage chosen.

A. Retirees

Enrolled employees who retire based on service or disability and who are not entitled to Medicare shall be eligible to continue coverage through the City's program(s) for employees, a separate program(s) designed for retirees, or a non-group program(s) as determined by the City Manager.

Enrolled employees, and/or the enrolled spouse/dependent(s), who retire based on service or disability and are entitled or become entitled to Medicare, shall not be eligible to continue coverage through the City program(s) for employees. However,

these individuals shall be eligible for supplemental Medicare coverage available through the City. A spouse/dependent(s) enrolled with the retiree at the time the retiree becomes entitled to Medicare may continue in the City program(s) for retirees; however, a non-covered spouse/dependent(s) may not be enrolled in a City program after the retiree is entitled to Medicare.

For employees who retired based on service or disability on or before January 1, 1991, the cost for health insurance shall be the same as the employee cost based on the level of coverage the retiree had at the time of retirement or any reduction in coverage thereafter and the City shall pay the balance of the premium. The cost of any increase in level of coverage after retirement shall be borne entirely by the retiree.

For employees who retire based on service or disability on or after January 2, 1991, the City's contribution shall be based on the level of coverage the retiring employee has at the time of retirement or any reduction in coverage thereafter and on the number of continuous years, immediately preceding the effective date of retirement, the retiring employee actually participated in a City of Hampton Health Insurance Program as follows: 5% of the City's contribution for employees for each year of continuous coverage (i.e., 5% for one (1) year's coverage, 10% for two (2) year's..., 50% for ten (10) year's..., 60% for twelve (12) year's..., not to exceed 100% for twenty (20) year's continuous coverage). A break in coverage due to authorized military leave or unpaid Family Medical Leave in accordance with Chapter Seven (7), will not count against the employee’s coverage with regard to the City’s contribution for health insurance for retirees provided the employee re-enrolls for coverage immediately upon returning to work. Partial years shall not be used in this calculation, nor shall the City's

contribution for a retiree be greater than what is contributed for an active employee based on the level of coverage and plan selected. The retirees shall pay the balance of the premium; however, at no time shall the retiree cost be less than the active employee cost based on the level of coverage and plan selected. The cost of any increase in level of coverage after retirement shall be borne entirely by the retiree. The premiums, which are determined by the City Manager after annual review, are based on the premiums for the employee plan plus a surcharge based on the retiree claims experience.

An enrolled employee who has been terminated or is in a Leave Without Pay status who has a disability claim pending with the Virginia Retirement System (VRS) may continue coverage until a final ruling is made; however, the employee will be responsible for 100% of the health insurance premium plus the administrative charge allowed by Congress for continued coverage. If the disability claim is approved, the City contribution will be applied as soon as possible thereafter, but will not be retroactive. If the disability claim is denied by VRS, the terminated employee's coverage will end on the last day of the month the disability claim is denied or eighteen (18) months from the date the disability claim was filed, whichever comes later. This same policy shall apply to enrolled retirees who have a disability claim revoked by VRS; and coverage will end on the last day of the month a final ruling is made or eighteen (18) months from the date the disability claim was revoked, whichever comes later. This policy shall apply to any disability claims currently pending.

B. Surviving Spouse and/or Dependents

An enrolled surviving spouse and/or dependent(s) of a deceased City of Hampton employee or retiree shall be eligible to continue coverage through the City

program(s) offered to retirees. The City shall contribute 50% of the amount it contributes for retirees based on the plan, level of coverage selected, and the length of time the spouse was covered at the time of the employee's death or retirement. The surviving spouse or dependent shall pay the remaining cost of the option chosen. The cost of any increase in level of coverage thereafter shall be borne entirely by the survivor.

An enrolled surviving spouse and/or dependent(s) of an employee who is killed in the performance of duties with the City or who dies as the direct result of a job-related accident or occupational disease shall be eligible to continue coverage under the City program(s) offered retirees. The cost to the surviving spouse/dependent shall be the same as the cost to the retiree.

The spouse covered under this section shall continue to be eligible for coverage until remarriage or coverage by another plan. Dependent children shall continue to be eligible for coverage until December 31 of the year age nineteen (19) is reached, or if full –time students until December 31 of the year age twenty-three (23) is reached, through the end of the month of marriage, or until covered by another plan, whichever comes first.

C. Contributions and Coverage during Periods of Non-Pay Status

In order to maintain coverage under the Group Life Insurance, Optional Life Insurance, and Group Health Insurance Programs, employees who are in, or who contemplate being in, an extended non-pay status (i.e., leave without pay or suspension) for thirty (30) calendar days or more, shall be required to pay both the employee and employer contributions for such insurance, except as provided in

paragraph D, below. When an employee is on approved unpaid leave under the Family Medical Leave Act, the employee will be required to pay only the employee contribution for group health insurance but shall still be required to pay both the employee and employer contributions for group life insurance, except as provided in paragraph D, below. Notification of intent to continue coverage shall be provided in writing by the employee to the Department of Finance prior to the employee's leaving. Once an employee goes on Leave Without Pay or unpaid Family Medical Leave, the employee is not eligible to use sick or annual leave accrued during the absence until the employee returns to work.

D. Extended Illness

Employees with five (5) or more years of Permanent Full-Time service with the City who have exhausted all credited annual and sick leave and who are being carried in a non-pay status due to extended illness shall, upon approval of the City Manager, have both the employee and employer contributions to the Group Life Insurance and Health Insurance programs paid by the City.

Requests for such benefits shall be in writing and shall be supported by a medical certificate which states the nature of the illness, anticipated duration of treatment, and a statement that the employee is unable to perform the essential functions of the position; shall be recommended by the Department Head and shall include a statement that all sick and annual leave has been exhausted; shall be coordinated with the Department of Human Resources and approved by the City Manager; and shall be made a part of the employee's official personnel file maintained by the Department of Human Resources, as well as a part of the employee's pay

records maintained by the Department of Finance. The period covered by this benefit shall not exceed one (1) year.

IV. Workers' Compensation

Employees who sustain a work-related injury, develop an occupational disease, or suffer a work-related fatality are entitled to receive Workers' Compensation benefits as prescribed by the Virginia Workers' Compensation Commission. The purpose of Workers' Compensation is to provide financial benefits and medical care. The City Attorney's Office/Division of Risk Management is responsible for administering the Workers' Compensation Program and shall provide expertise and assistance to both management and employees. Specific procedures necessary for the administration of the program shall be outlined in a Personnel Administrative Instruction.

A. Salary Make-Up

An employee with five (5) or more years of permanent service on the date of work-related injury or occupational disease may receive salary make-up in addition to the regular Workers' Compensation benefit for a period not to exceed three (3) months. Salary make-up is defined as the difference between an employee's normal weekly salary/wages (not including overtime or holiday pay) and the amount of Workers' Compensation benefit. Salary make-up shall be payable upon written authorization to the City Attorney's Office/Division of Risk Management by the Department Head. Expiration of the three month period for salary make-up shall have no effect on an incapacitated employee's continuing eligibility for regular Workers' Compensation benefits.

B. Effect of Workers' Compensation Status on Other Benefits

When an employee is receiving Workers' Compensation but is not receiving salary make-up, the City shall pay the employee's share of the premiums/contributions for Group Health Insurance, Group Life Insurance, and Retirement. When an employee is receiving both Workers' Compensation and salary make-up, normal deductions for such premiums/contributions shall be withheld from the employee's pay each pay period. When an employee is in a non-work status due to a work-related injury or occupational disease for a prolonged period (usually more than 30 days or 240 hours), the Department Head may defer the employee's performance appraisal until the employee returns to work and for such additional period as may be necessary (not to exceed a period of time equal to the employee's absence) to fairly appraise the performance. In accordance with the provisions of Chapter Four (4), Section VI of this manual, any increase that results from a deferred performance evaluation shall be prorated.

V. Retirement Program

The City of Hampton Retirement System shall be a combination of: the Virginia Retirement System (VRS), the Federal Social Security System, and for Permanent Full-Time employees hired prior to July 1, 1984, the Hampton Employee's Retirement System (HERS). Effective June 1, 1980, VRS became non-contributory on the part of employee members with the full costs of both VRS and HERS being paid by the City of Hampton. It is mandatory that all Permanent Full-Time employees participate in VRS. Permanent Full-Time employees hired on or after July 1, 1984, and who are otherwise eligible shall participate in VRS only and shall not be provided coverage under HERS. Former employees with service credit in HERS as a result of employment prior to July 1,

1984, may again be provided coverage in that plan if certain requirements are fulfilled at the time of reemployment. Employees become vested when they accumulate five (5) years of credited service. WAE, Permanent Part-Time and seasonal employees shall not be eligible to become members of VRS. The Director of Finance shall be responsible for the administration of the retirement system(s) and shall ensure that employees are periodically advised of the benefits and costs associated with the system(s). The Department of Finance shall provide retirement counseling services to employees.

VI. Legal Aid in Civil Matters

City employees against whom a civil action has been initiated because of an act or event occurring while in the legitimate performance of assigned duties and responsibilities or ensuing from the employee's official position with the City of Hampton shall be provided advice, assistance, and legal defense at City of Hampton expense. Such matters shall be expeditiously reported through the employee's Department Head to the City Attorney's Office for appropriate action in the case.

VII. Unemployment Compensation

The City of Hampton contributes to Virginia's Unemployment Insurance Program as prescribed by law. This program provides for a weekly monetary payment to unemployed individuals who leave employment under circumstances that make benefits available. The Virginia Employment Commission administers the Unemployment Insurance Program and individuals who wish to apply for benefits under the program must contact the Commission directly. The Department of Human Resources shall be

responsible for the internal operation of the program. It shall be the responsibility of the Director of Human Resources or designee to monitor separations to ensure that the City is represented at determination and appeal hearings when appropriate.

VIII. Casualty Assistance

The Director of Finance or designee shall assist the survivors of deceased employees in applying for applicable benefits.

A. Department Head

If death occurs while the employee is on duty the Department Head shall promptly: verbally notify the City Manager, the Director of Finance, and the Director of Human Resources; personally, or by an appropriate designated representative, notify the next of kin. Care shall be exercised to ensure that such notification has been made prior to sending letters of condolence or contacting the survivor for counseling; securing the employee's personal belongings for later disposition; and officially requesting termination by reason of death and submitting final time and attendance reports for pay purposes.

B. Director of Finance

The Director of Finance or designee shall prepare a letter of condolence for the City Manager's signature, counsel survivors regarding entitlements under applicable insurance and retirement programs, disposition of wages and other payments from the City, aid in obtaining proper claim forms, assist in completing and processing such forms, and counsel survivors in exploring possible benefits from Social Security, Veterans Administration, Deferred Compensation, Hampton Employees' Credit Union or other sources.

IX. Service Awards and Honorary Recognition

A. Service Awards

Employees of the City of Hampton shall be formally recognized for service to the community. The Department of Human Resources shall ensure that appropriate recognition takes place on a timely basis. The Director of Human Resources shall develop and implement a service award program and as a minimum, such awards shall be accompanied by a certificate of service signed by the City Manager and the Mayor of the City of Hampton.

B. Letters of Commendation

Letters of commendation signed by the City Manager may be used to recognize employees for exceptional work performance, or an act or service that clearly exceeds that normally expected in the performance of duties. Such letters may also be used for any unusual achievement or performance not meeting the criteria for payment under the Achievement Award Program (in Chapter Five (5), Section XIX), but of sufficient value to warrant official recognition and permanent record in the employee's official personnel file.

X. Payroll Deductions

In addition to the mandatory deductions of Federal Income Tax, State Income Tax, Federal Insurance Contribution Act contributions (FICA or Social Security tax), life insurance premiums, and garnishments and liens, including repayment of debts owed to the City of Hampton, employees may elect the optional service of having the following voluntary deductions made from pay and deposited with the appropriate source: medical insurance premiums, vision and/or dental insurance premiums, U.S. Savings

Bonds, Hampton Employees' Credit Union, the United Way, reimbursement account amounts, premiums for VRS optional life insurance, purchase of prior VRS service, and contributions to the Deferred Compensation Program, and deductions for any other voluntary benefit plans as approved by the City Manager. These optional payroll deductions shall only be made upon written authorization from the employee to the Department of Finance.

XI. Uniforms and Uniform Allowances

The City of Hampton shall provide members of the Police Division and Fire and Rescue Division uniforms and equipment required in the performance of official duties. The Police Chief and the Fire Chief shall designate the amount of any allowance, the type, color, and style of uniform which shall be worn by the respective divisions and issue rules and procedures governing the initial issuance, maintenance, replacement, and accountability for such uniforms and equipment. Other departments may also require and/or provide uniforms and special clothing. Policies covering these situations shall be issued by the appropriate Department Head.

XII. Employee Assistance Program

The City of Hampton provides an Employee Assistance Program (EAP) to eligible employees and immediate family members at no cost to the employee as part of the total benefits package. The program provides assistance in the areas of job performance problems, mental health, marital difficulties, financial problems, stress management, drug and alcohol problems, and other personal issues through access to a professional provider. Participation in the program will not adversely affect future employment or career advancement; however, it may not preclude appropriate action

for poor performance and/or misconduct. Confidentiality is an important element of the program and safeguards have been established to assure employee privacy. Information about the program and its services will be made available to all employees through distribution of literature, employee publications, communications, and new employee orientation.

A. The Referral Process

1. Self-Referral - An employee can personally request services provided by the EAP. These services may be for the employee and/or an immediate family member. This referral is on a voluntary basis and is handled with complete anonymity. The employee and/or immediate family members may contact the EAP to access services. No information is exchanged between the EAP and the City with regard to a self-referral.

2. Suggested Referral - An employee may be encouraged by a co-worker or manager/supervisor to contact the EAP. It is the employee's choice to act on the suggestion. The employee may contact the EAP directly to access services or upon request the employee's manager/supervisor may assist in this process. No information is exchanged between the EAP and the City with regard to a suggested referral.

3. Directed Referral - In cases of poor performance or misconduct, the Department Head may require, in coordination with the Department of Human Resources, that the employee be referred to the EAP for assessment and appropriate intervention. The employee may be subject

to appropriate action for the performance problem and/or misconduct; however, when the Department Head determines it is in the best interest of the City and the employee, any personnel action may be held in abeyance pending successful outcome of the intervention. Since a directed referral is the result of an employee's poor performance or misconduct and may involve a subsequent personnel action, some tracking information will be exchanged between the City and the EAP. This information, in the form of two letters to the Department of Human Resources, is used to inform the City whether the employee followed through with the referral to the EAP and whether the employee complied with the recommendations made by the EAP staff. The first letter is sent by the EAP staff following the initial assessment. It indicates whether the employee kept the initial appointment, and whether the employee has agreed to accept the suggested intervention plan. A second letter is sent to indicate whether the employee has complied with EAP recommendations. These letters will be marked "confidential," and provide the necessary information regarding the employee's willingness to participate in the EAP. Due to the nature of the directed referral, these letters will be maintained in a confidential file by the Department of Human Resources.

B. Time Off Provisions

Employees may use sick leave for the purpose of meeting with the EAP staff except in the case of directed referrals, in which case the employee will be granted time

off with no charge to leave for the allotted EAP visits. Subsequent visits to other service providers shall be administered under the City's leave policies.

C. Cost of Follow-Up Services

In the event the employee and/or immediate family members are referred to other health care or service agencies by the EAP staff, the employee will be responsible for such costs in conjunction with the health insurance plan, if applicable. The EAP staff will make every effort to assist employees with obtaining follow-up care within the limits of the employee's personal financial circumstances.

XIII. Other Benefit Programs

The City of Hampton may offer additional optional benefit programs to employees, including but not limited to: U.S. Savings Bonds, Deferred Compensation Program, reimbursement accounts, and dental and vision plans.

Chapter Seven

Leave and Absence from Work

Table of Contents

I. General Rules Governing Leave and Attendance 1

II. Leave Accrual Dates 2

A. Date of Hire 2
B. Leave Accrual during Absence 2

III. Eligibility for Use of Leave 3

IV. Annual Leave Accrual and General Guidelines 3

A. Annual Leave Accrual Categories 3
B. Changes in Annual Leave Accrual Category 5
C. Maximum Accrual of Leave 5
D. Annual Leave Administration 6
E. Lump Sum Payment 7

V. Sick Leave Accrual and General Guidelines 7

A. Accrual 8
B. Maximum Accrual of Sick Leave 8
C. Sick Leave Administration 8
D. Requests for Sick Leave 9
E. Medical Documentation 10
F. Advanced Sick Leave 10
G. Lump Sum Payment 11
H. Substitution of Sick Leave for Annual Leave 11

VI. Leave Donation Program 12

VII. Other Authorized Absences with Pay..... 13

A. Military Duty.....13
B. Court/Jury Duty.....13
C. Work Related Injury 13
D. Election Day.....14
E. Education 14
F. Administrative Leave.....14
G. Emergencies.....15

VIII. Family and Medical Leave 15

IX. Leave without Pay 16

A. Extended Leave Without Pay.....17
B. Military Duty 17

X. Managing Leave and Time Off..... 17

Personnel Administrative Instruction 7.1 – Absence from Work Due to Military Duty

Personnel Administrative Instruction 7.2 – Leave Donation Program

Personnel Administrative Instruction 7.3 – Family and Medical Leave

Personnel Administrative Instruction 7.4 – Bonus Day Off

CHAPTER SEVEN

LEAVE & ABSENCE FROM WORK

I. General Rules Governing Leave and Attendance

The importance of regular work attendance cannot be over-emphasized because of its relationship to service delivery, productivity, efficiency, and the ultimate ability of the City to accomplish its goals. Employees are expected to maintain regular attendance and report for work on time except for time off which is approved under the following leave provisions or under other approved alternative work arrangements as set forth elsewhere in this manual. Abuse of time-off privileges and/or unauthorized absences are considered misconduct and such actions are covered by the provisions of Chapter Two, Section XI.

Paid leave is an employee benefit designed to provide time away from work for personal reasons. Annual and sick leave are specific to the individual employee and shall not be loaned or sold to another employee; however, under certain circumstances leave may be donated to another employee in accordance with the provisions of the City's Leave Donation Program. This chapter prescribes the types of leave authorized for Permanent Full-Time City employees. Department Heads or designee shall be responsible for accurate and timely leave administration and reporting.

Total creditable service for leave accrual purposes shall be computed from the date of hire, appointment or conversion to a Permanent Full-Time position. Employees assigned to Permanent Part-Time and WAE positions are not eligible for paid leave. Permanent Full-Time employees who convert to other than permanent full-time status, and return to permanent full-time status within ninety (90) calendar days, shall receive

credit for former permanent full-time service. Permanent Full-Time employees who are members of a reserve unit of the United States Armed Forces or the Commonwealth of Virginia and are called to active duty shall continue to accrue annual and sick leave while in a paid status in accordance with applicable laws and regulations as determined by the City Attorney.

II. Leave Accrual Dates

XXI. Date of Hire

Permanent Full-Time employees who begin work between the first and fifteenth day of the month shall be credited with eight (8) hours annual leave and eight (8) hours sick leave effective on the first day of the following month. Permanent Full-Time employees, who begin work on or after the sixteenth day of the month, shall be credited with four (4) hours annual leave and four (4) hours sick leave effective on the first day of the following month. Thereafter, they shall be credited with leave effective on the first day of each month. Departments shall periodically advise employees of accrued leave balances.

XXII. Leave Accrual during Absence

Permanent Full-Time employees shall continue to accrue annual and sick leave and shall be granted service credit for all periods of absence in an authorized paid leave status. A Permanent Full-Time employee does not accrue sick or annual leave when the employee is in a non-pay status for thirty (30) consecutive calendar days. A Permanent Full-Time employee in a non-pay status while receiving benefits under the Workers' Compensation Act shall not accrue sick leave, but shall accrue up to a

maximum of one (1) year's accrual of annual leave in the appropriate leave accrual category. The period of time spent in this status shall be considered as creditable service for placing the employee in the appropriate annual leave accrual category.

An employee who enters extended active duty with a unit of the Armed Forces of the United States or the Commonwealth of Virginia and is in a non-pay status shall not accrue annual or sick leave. However, if the employee applies for reinstatement to the former position with the City in accordance with the Uniformed Services Employment and Reemployments Rights Act of 1994 (USERRA), the period of active duty shall be considered as creditable service for placing the employee in the appropriate annual leave accrual category.

III. Eligibility for Use of Leave

An employee must have completed a continuous period of thirty (30) calendar days of Permanent Full-Time service to be eligible to use earned annual and sick leave. There shall be no exception to this requirement. If the employee is separated from employment for any reason before completing a continuous period of thirty (30) calendar days of service, no leave will be granted, or paid as a lump sum.

IV. Annual Leave Accrual and General Guidelines

Annual leave is accrued and administered for Permanent Full-Time employees as follows:

A. Annual Leave Accrual Categories

1. Regular 40-Hour per Pay Period and Uniformed Police Personnel

Category A – month of hire – 8 working hours if the date of hire is between the first and the 15th day of the month or 4 working hours if the date of hire is on or after the 16th day of the month

Category B – month 2 through 5 years of service – 8 working hours per month (a total of 96 working hours per year)

Category C - 6 through 10 years of service - 10 working hours per month (a total of 120 working hours per year)

Category D - 11 through 15 years of service - 12 working hours per month (a total of 144 working hours per year)

Category E - 16 through 20 years of service - 14 working hours per month (a total of 168 working hours per year)

Category F - 21 years of service and over - 16 working hours per month (a total of 192 working hours per year)

2. **Twenty-Four (24) Hour Shift Personnel:**

Category A – month of hire – 10.4 working hours if the date of hire is between the first and the 15th day of the month or 5.2 working hours if the date of hire is on or after the 16th day of the month

Category B – month 2 through 5 years of service - 10.4 working hours per month (a total of 124.8 working hours per year)

Category C - 6 through 10 years of service - 13.0 working hours per month (a total of 156.0 working hours per year)

Category D - 11 through 15 years of service - 15.6 working hours

per month (a total of 187.2 working hours per year)

Category E - 16 through 20 years of service - 18.2 working hours per month (a total of 218.4 working hours per year)

Category F - 21 years of service and over - 20.8 working hours per month (a total of 249.6 working hours per year)

B. Changes in Annual Leave Accrual Category

Changes in rates of accrual (e.g., change from Category A to Category B, etc.) shall be effective on the first day of the calendar month after the employee has completed the prescribed period of service.

Twenty-four (24) hour shift personnel who are temporarily assigned or promoted to forty (40) hour per week positions shall begin accruing annual leave at the rate designated for forty (40) hour per week personnel on the first day of the month following the first thirty (30) calendar days of work in the forty (40) hour position. The same policy applies to forty (40) hour personnel who are temporarily assigned or temporarily promoted to twenty-four (24) hour shift positions.

C. Maximum Accrual of Leave

An employee shall not accrue and carry forward from one (1) calendar month into another calendar month more than the hourly equivalent of two (2) years accumulation of annual leave based on the leave accrual category. There shall be no exceptions to this requirement. As examples:

1. Category A - A regular forty (40) hour per pay period employee with one (1) through five (5) years of creditable service could

accumulate and carry forward one hundred ninety- two (192) hours of annual leave. The monthly accrual would cease until the leave balance drops below one hundred ninety-two (192) hours.

2. Category B - A twenty-four (24) hour shift employee with six (6) through ten (10) years of service could accumulate and carry forward three hundred twelve (312) hours of annual leave. The monthly accrual would cease until the balance drops below three hundred twelve (312) hours.

When it is determined to be in the best interest of the City or when extraordinary circumstances preclude the use of annual leave, the City Manager may authorize payment to current employees for unused leave, the carry over of excess leave beyond the maximum accrual amount or the banking of leave.

D. Annual Leave Administration

To insure that employees do not forfeit annual leave which the employee would otherwise accrue, Department Heads will establish a tentative annual leave schedule for departmental personnel each year. Employees may schedule annual leave as desired, provided workload and other pertinent factors permit. However, the final decision to approve or disapprove requests for annual leave shall rest with the Department Head. For this reason, first-level managers/supervisors shall plan for, schedule, and approve or disapprove requests for annual leave subject to coordination with their Department Head.

Annual leave shall be charged in one-half (.5) hour increments for all employees, except uniformed Fire Department personnel on twenty four (24) hour shifts who may

be charged in multiples of tenths (.10) of hours.

Annual leave shall be requested and approved in writing on the City of Hampton Standard Leave Application Form. Under no circumstances shall annual leave be granted in advance of its accrual.

Employees may be placed on annual leave for the following reasons: during periods of emergency, reduced, or suspended operations, other management considerations, or in special circumstances to protect an employee's pay. Employees shall not be placed on annual leave as a disciplinary measure.

E. Lump Sum Payment

Employees who have completed the time period prescribed in Section III above shall be paid for the accrued annual leave balance on the date of separation from employment. Payment shall be computed by multiplying the employee's hourly rate of pay at the time of separation by the number of hours of the accrued annual leave balance.

A Permanent Full-Time employee who converts to an other than full-time position in which the employee is not eligible for paid leave shall be paid for the accrued annual leave balance at the time of placement in the new position.

V. Sick Leave Accrual and General Guidelines

Sick leave is paid time off from work for personal illness or injury (except job-related injury or occupational disease), exposure to a contagious disease that could jeopardize the health of others, routine visits to doctors, dentists, or other medical specialists, other circumstances of physical incapacity; or illness or incapacity of an

immediate family member requiring the presence of the employee. Sick leave may also be used to attend the funeral of an immediate family member. Immediate family is defined as:

- Spouse
- Child (including step-, foster and ward)
- Parent (including step- and in-law-), guardian
- Grandparent or grandchild (including step-)
- Sibling (including step- and half-)

Sick leave may also be approved by the Department Head when circumstances warrant, such as when the employee is or was a primary caregiver for someone other than an immediate family member who is seriously ill, incapacitated, or has died. Such requests shall be administered in the same manner as those relating to illness or incapacity of an immediate family member.

A. Accrual

All Permanent Full-Time employees shall accrue eight (8) hours sick leave per calendar month (equivalent to 96 working hours per year).

B. Maximum Accrual of Sick Leave

There shall be no limit on the amount of sick leave that an employee may accrue.

C. Sick Leave Administration

1. Employees on a forty (40) hour workweek shall be charged sick leave in one-half (.5) hour or one (1) hour increments for each period of absence. The minimum charge shall be one-half (.5) hour.
2. Employees on twenty-four (24) hour shifts shall be charged sick leave in one (1) hour increments on the basis of one (1) hour of sick leave for each three (3) hours (or any portion thereof) of absence. Twenty-four (24) hour shift employees are normally assigned to work one 12-hour shift during a 21-day cycle. With respect to the 12-hour shift, employees shall be charged sick leave in one (1) hour increments on the basis of one (1) hour sick leave for each 1.5 hours of absence.

D. Requests for Sick Leave

First-line managers/supervisors may be delegated authority by the Department Head to approve or disapprove routine requests for sick leave. However, when there is reason to believe that sick leave is being abused, the final decision to approve or disapprove requests for sick leave shall rest with the Department Head or designee. Sick leave shall be requested and approved in writing on the City of Hampton Standard Leave Application Form which shall be made a part of the department's official pay records. Sick leave that can be pre-arranged shall be requested in advance. Sick leave that cannot be pre-arranged shall be requested as soon as possible after the beginning of the employee's absence, usually within the first hour of the work shift or as prescribed by the Department Head. Such requests shall be made by the employee to the

immediate manager/supervisor, or in the manager's/supervisor's absence, to the next manager/supervisor in the chain of command to insure official notification of absence. Notifying co-workers or asking co-workers to notify a manager/supervisor shall not meet this requirement.

E. Medical Documentation

The Department Head may require medical documentation that supports the employee's absence due to illness, injury, or incapacity of the employee or immediate family member. When there is reason to believe that an employee is abusing sick leave, medical documentation may be required prior to approval of sick leave. Medical documentation may also be required prior to an employee returning to work after a period of absence due to illness, injury, or incapacity. Failure to provide required medical documentation will preclude the use of sick leave, constitute absence without leave (AWOL) and may result in disciplinary action.

F. Advanced Sick Leave

An employee may be granted advanced sick leave only in cases of serious illness, injury, or incapacity. The Department Head may advance an employee up to ninety-six (96) hours sick leave after the employee has exhausted all sick and annual leave. There must be a reasonable expectation the employee will return to work and earn the leave advanced. Advanced sick leave shall be requested in writing by the employee and approved by the Department Head. This request shall be made a part of the department's official pay records. Advanced sick leave shall be recorded in the same manner as regular sick leave and shall be automatically offset when the employee

returns to duty and begins accruing sick leave. In the event the employee does not return to duty or returns and is separated from employment (except by reason of disability or death) prior to offsetting the advanced sick leave, the balance shall be offset against any monies due the employee upon separation. The Department of Finance shall initiate appropriate action to recover any remaining balance due the City.

G. Lump Sum Payment

All Permanent Full-Time employees who have completed five (5) years of continuous service and are separated from employment shall be paid for accrued but unused sick leave as follows:

1. **Retirement -** Up to a maximum of 720 hours at an hourly rate computed by dividing fifty percent (50%) of the employee's annual salary on date of retirement by 2080 hours.
2. **Separation Other Than Retirement –** Up to a maximum of 720 hours computed by dividing the number of hours of sick leave by 8 and multiplying the result by $20.00.
3. **Employment Status Change -** Up to a maximum of 720 hours computed by dividing the number of hours of sick leave by 8 and multiplying the result by $20.00.

Employees who are dismissed or resign pending dismissal are not eligible for lump sum payment of accrued but unused sick leave.

H. Substitution of Sick Leave for Annual Leave

If illness, injury or incapacity occurs during a period of annual leave, approved

sick leave may be substituted for annual leave. The minimum substitution shall be for one (1) hour of annual leave.

1. All employees on a regular forty (40) hour workweek, uniformed Police personnel who work on a twenty-eight (28) day cycle and uniformed Fire and Rescue personnel on eight (8) hour shifts may substitute approved sick leave for annual leave at the rate of one (1) hour of sick leave for one (1) hour of annual leave.

2. Uniformed Fire and Rescue personnel on a scheduled twenty-four (24) hour shift may substitute one (1) hour of sick leave for three (3) hours of annual leave or any portion thereof. Uniformed Fire and Rescue personnel on a scheduled twelve (12) hour shift may substitute one (1) hour of sick leave for every 1.5 hours of annual leave.

VI. Leave Donation Program

The City Manager, through the Director of Human Resources, shall develop and implement a program that allows employees to donate annual and/or sick leave to other Permanent Full-Time employees who meet the eligibility criteria. This program is not intended for use as a financial bridge pending retirement. Participants in the program must be able to provide reasonable assurance that they will be returning to work. Reference the Personnel Administrative Instruction (PAI) on the Leave Donation Program.

VII. Other Authorized Absences with Pay

Employees may request and, under the conditions and circumstances stated for each category of absence, be granted time off from work without loss of pay or charge to leave as follows:

A. Military Duty

Employees who are members of a reserve unit of the United States Armed Forces or the Commonwealth of Virginia shall be granted a paid leave of absence of not more than fifteen (15) work days in a federal fiscal year (October 1 - September 30) when engaged in federally funded military duty, training, or when called to duty by the Governor.

B. Court/Jury Duty

An employee who is required to perform jury duty or subpoenaed to appear in court outside of regularly prescribed duties will be granted paid time off to perform such duties.

C. Work Related Injury

An employee who sustains a work related injury or occupational disease that incapacitates the employee from performing the essential functions of the job will be granted up to seven (7) calendar days off with pay. Such paid time off shall end at the close of business on the seventh calendar day. Requests for time off under this section must be supported by medical documentation and coordinated with the City Attorney's Office/Division of Risk Management.

D. Election Day

An employee whose work schedule conflicts with the hours polls are open may be granted up to two (2) hours of time off to vote in federal, state, county, and municipal elections. The decision as to whether individual circumstances warrant such time off and the exact amount of time off to be granted within the prescribed maximum two (2) hour period shall rest with the Department Head.

Employees designated as Election Officers will be compensated in accordance with the Code of Virginia, Section 24.2-118.1 and shall not be required to use leave during the performance of official election duties.

E. Education

A Permanent Full-Time employee may be granted paid time off for educational purposes when it is determined to be in the best interest of the City. Such time off may be with full or partial pay, benefits, or charge to leave. Absence for educational purposes must be recommended by the employee's Department Head, justified in writing, and approved by the City Manager. The written justification must specify how the course of study relates to the employee's present responsibilities, or the future needs of the City, and how the City and/or the community's interests will be served. Any service and/or repayment obligations shall be outlined in a written agreement signed by the employee, the Department Head, the City Manager, and the Director of Human Resources.

F. Administrative Leave

An employee may be granted paid time off for the purpose of participating in City

sponsored educational, health events, wellness events, job interviews for City positions, and/or visiting other city offices for counseling and assistance. Employees may also be granted paid administrative leave pending the results of official investigations, serious disciplinary actions, or where the Department Head determines that the employee's absence from work is in the best interest of the City. Decisions to grant administrative leave shall be made and documented in writing by the Department Head. Decisions to extend administrative leave beyond fifteen (15) calendar days shall be coordinated with the Director of Human Resources or designee and documented in the employee's official personnel file.

G. Emergencies

The City Manager has the discretion to close all or any part of the City offices and operations when a situation exists that endangers life or City property, involves the safety or welfare of employees, or otherwise warrants such action. In such cases, employees may be excused from duty with pay for a period not to exceed two (2) workdays during each period of closure. Any further time taken off by employees, who are not designated essential personnel, shall be charged to leave.

VIII. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 (FMLA), certain types of employee absences may qualify as Family and Medical Leave. Employees who have been employed by the city for at least twelve (12) months, and who have actually worked at least 1,250 hours in the previous twelve (12) month period are eligible to take Family and Medical Leave. Eligible employees may be absent from work for up to

twelve (12) work weeks in a twelve (12) month period for the following reasons:

1. The birth of the employee's child, and to care for the newborn child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent with a serious health condition, or;
4. Due to the employee's own serious health condition which makes the employee unable to perform the essential functions of the job.

Employees on FMLA shall be required to exhaust all sick leave, annual leave, and compensatory time prior to taking unpaid leave. Under certain circumstances, FMLA may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule. An employee generally has a right to return to the same position or a position with equivalent pay, benefits, and working conditions at the conclusion of Family and Medical Leave. Family and Medical Leave shall be administered in accordance with a Personnel Administrative Instruction (PAI) issued by the Director of Human Resources.

IX. Leave without Pay

Department Heads may approve periods of absence for one (1) year or less when the employee has insufficient amounts of appropriate paid leave. This absence shall be charged to Leave Without Pay (LWOP) and is at management's discretion, except in the case of FMLA, military duty, or in accordance with federal and/or state law. LWOP may be granted when it would be in the best interest of the City and the employee. LWOP shall not be confused with Absence Without Leave (AWOL) which is

charged for unauthorized absence and for which disciplinary action may be taken.

A. Extended Leave Without Pay

Requests for LWOP beyond one (1) year shall be submitted by the Department Head to the City Manager for consideration. Such requests may be approved only when in the best interests of the City and the employee. Extended LWOP may be appropriate for educational purposes, temporary service with a non-City agency, and recuperation from illness, or pending disability retirement. Costs and inconveniences to the City shall be weighed against the potential benefits to be gained by granting extended LWOP.

B. Military Duty

LWOP shall be granted to employees who are members of a reserve unit of the United States Armed Forces or the Commonwealth of Virginia who have exhausted the fifteen (15) days of paid military leave available during a federal fiscal year (October 1 through September 30). Employees may take appropriate accrued leave prior to LWOP. Absences due to military duty shall be administered in accordance with a Personnel Administrative Instruction (PAI) issued by the Director of Human Resources.

X. Managing Leave and Time Off

The two most important considerations for managers/supervisors in managing leave and time off are deciding when to approve absences and assessing patterns of leave usage. Managers/supervisors should exercise careful judgment in managing leave and time off, as short staffing impacts productivity and the work load of other employees. This can be accomplished through discussion with the employee and

thorough review of attendance and performance records, medical documentation, and legal requirements. Absenteeism problems are often difficult to address, and managers/supervisors are encouraged to seek guidance from the Department of the Human Resources.

CHAPTER EIGHT

EMPLOYMENT

Table of Contents

I. Philosophy 1

II. Recruitment 1

III. FILLING OF VACANCIES 2

A. Advertisements 2
B. Application Process 2
C. Qualifications and Screening of Applicants 3
D. Referral of Qualified Applicants 3

IV. EMPLOYMENT AND SUPERVISION 4

A. EMPLOYMENT OF RELATIVES OF CITY COUNCIL MEMBERS 4

B. Employment and Supervision of Relatives 4
C. Employment of Household Members 4
D. Employment of Non-United States Citizens 4
E. Employment of Virginia Retirement System (VRS)/Hampton Employees Retirement System (HERS) Annuitants 5

V. AGE REQUIREMENTS 5

VI. REINSTATEMENT OF FORMER EMPLOYEES 5

VII. WAE EMPLOYMENT 6

VIII. PROVISIONAL APPOINTMENTS 6

IX. ACQUISITION OF PERMANENT STATUS 6

X. PROBATIONARY PERIOD 6
A. Purpose of Probationary Period 6
B. Length of Probationary Period 6
C. Extension of Probationary Period 7
D. Disciplinary Actions during Probationary Period 7
E. Separation during Probationary Period 7

XI. TEMPORARY ASSIGNMENTS AND TEMPORARY PROMOTIONS 8
A. Temporary Assignments 8
B. Temporary Promotion 9

XII. PERMANENT PROMOTIONS 10

XIII. PROGRESSION THROUGH A PAY BAND 10

XIV. REASSIGNMENTS 10
A. Reassignment to a Position in the Same Pay Range 11
B. Reassignment to a Position in a Lower Pay Range 11

XV. DEMOTION 12

XVI. FITNESS FOR DUTY 13

XVII. REDUCTION-IN-FORCE 14
A. Identification of Employees Affected by RIF in Multiple Incumbent Positions 14
B. Filling of Vacancies in Lieu of Separation 15
C. Re-Promotion and Re-Employment After Reduction in Force 17
D. Grant Funded Employees and Other Special Situations 17

XVIII. RESPONSIBILITY FOR HUMAN RESOURCES ADMINISTRATION 18
A. Documentation Of Personnel Actions 19
B. Disclosure Of Employee Information And Data 19

XIX. SCHEDULING OF WORK 20
A. Administrative Workweek 20
B. Regular Workday 20
C. Alternative Work Schedules and Arrangements 21

D. Meal Periods 22
E. Make Ready And Clean-Up Time 22

XX. SAFETY 22

XXI. Searches 23

Personnel Administrative Instruction 8.1 – Background Check

Personnel Administrative Instruction 8.2 – Fire and Rescue Division Promotion Procedure

Personnel Administrative Instruction 8.3 – Police Division Promotion Procedure

Personnel Administrative Instruction 8.4 – Alternate Workplace Program

Personnel Administrative Instruction 8.5 – Weapons in the Workplace

Personnel Administrative Instruction 8.6 – Secondary Employment

CHAPTER EIGHT

EMPLOYMENT

Philosophy

Internal or external candidates determined by the City to have the ability and potential to contribute to a high performance workplace shall fill vacant positions. The recruitment, application, referral, and selection process shall be a collaborative effort between the Department of Human Resources and selecting departments designed to ensure that the best applicants are hired. A variety of processes and recruitment resources may be utilized as a means of identifying and selecting candidates who have the greatest potential to meet the service delivery needs of Hampton's diverse citizen population. These processes include maximizing the representation of qualified minorities, women, veterans, and disabled persons for employment and advancement opportunities.

Recruitment

The Director of Human Resources shall develop and coordinate effective recruitment processes to best align applicants' education, experience, skills, and abilities with the current and potential needs of the City. Positions may be filled through internal and/or external recruitment as determined appropriate by the Director of Human Resources in coordination with the selecting Department Head. Positions may also be advertised with the local employment commission, newspaper and electronic media, other government agencies, journals, private recruiting firms, colleges, professional and

civic organizations, the faith community, etc. The City supports cross training and promotion from within. Competition may be confined to members of the City workforce or a specific department if determined to be in the best interest of the City.

Filling of Vacancies

A. Advertisements

Job postings shall be developed and used to attract candidates for vacant City positions. Position vacancies shall be advertised for a minimum of five (5) business days.

B. Application Process

The Director of Human Resources shall establish recruitment methods by which interested candidates and current employees may apply for advertised vacant positions. The process includes the use of standard City application forms that may be supplemented by resumes and other pertinent documentation. The process may be administered by the Department of Human Resources, outside firms, agencies, or consultants as approved by the Director of Human Resources.

1. The application process may include skill tests, written examinations, personal interviews, assessment centers, polygraph tests, drug tests, medical, physical, and/or psychological assessments, physical agility tests, child abuse registry checks, background checks, and other processes as appropriate.
2. A background check of criminal history may be obtained on applicants for employment when, in the interest of public welfare or safety, it is necessary to determine if the past criminal conduct of a person with a conviction record would be incompatible with the nature of the employment under consideration. Use of this criminal history record information shall be limited to the purpose for which it is obtained and may not be disseminated further.

3. Each person taking a rated or scored examination shall be entitled to review the rating and score within four (4) days after completion of the examination. This information shall not be available to the general public. The Department of Human Resources shall retain examination materials for a period of two (2) years from the date the examination was administered.

C. Qualifications and Screening of Applicants

Qualifications are the education, experience, competencies, skills, abilities, knowledge, and other attributes determined most likely to predict successful job performance in a position.

A screening process shall be established in order to determine those candidates who meet the qualifications for the position to be filled. Such screenings may involve a review of applications, resumes, education and experience credentials, references, preliminary interviews, and other relevant information. Screenings may be completed by the Human Resources staff, hiring department staff, or outside public or private agencies, as deemed appropriate by the Director of Human Resources.

D. Referral of Qualified Applicants

The hiring department may request a specific number of applicants who meet the minimum qualifications for the position for the interview process. Applicants who have self disclosed veteran status as honorably discharged and who meet the minimum qualifications of a vacancy under recruitment will be advanced to the next step in the hiring process.

Employment and Supervision

A. Employment of Relatives of City Council Members

No member of the immediate family of a City Council member may be employed in any position covered by the City's compensation plan. Immediate family is defined as spouse or any other person residing in the same household as the City Council member.

B. Employment and Supervision of Relatives

Employment of relatives of a City employee with supervisory responsibility is prohibited as described in this section. An employee with supervisory responsibilities shall not directly supervise a relative. Relative is defined for the purpose of this section as:

- Spouse
- Parent (including step and in-laws), Guardian
- Child (including step)
- Sibling (including step, half and in-law)
- Aunt or Uncle
- Nephew or Niece
- First Cousin
- Grandparent or Grandchild (including step)

C. Employment of Household Members

Employees with supervisory responsibilities shall not directly supervise anyone who resides in the employee's household.

D. Employment of Non-United States Citizens

Applicants who are non-United States citizens and are legally residing in the United States shall be considered for employment, appointment, promotion, and other personnel actions on the same basis and under the same processes as other applicants

for employment, except for sworn Police Division positions.

E. Employment of Virginia Retirement System (VRS)/Hampton Employees Retirement System (HERS) Annuitants

An individual receiving a VRS and/or a HERS service-based annuity may be employed in any position not covered by the retirement system(s). Individuals employed under these circumstances should consult with the Retirement System Administrator prior to employment in order to be made aware of any restrictions imposed by the IRS, VRS, HERS and/or any other regulatory agency.

Age Requirements

Persons under sixteen (16) years of age shall not be employed in Permanent Full-Time positions. The employment of persons less than eighteen (18) years of age shall conform to applicable laws governing the employment of minors. Permanent Full-Time uniformed Public Safety employees shall be less than seventy (70) years of age.

Reinstatement of Former Employees

A former permanent employee, who leaves employment in good standing, may be reinstated if reemployed within ninety (90) calendar days from date of separation. The reinstated employee must be appointed to a position with the same title, rate of pay (plus any applicable adjustments made subsequent to separation), and position status from which the employee was separated. The period of separation shall be considered leave without pay.

WAE Employment

An applicant who meets the minimum qualifications may be selected and appointed to a WAE position without regard to the competitive process referenced in this manual.

Provisional Appointments

The Director of Human Resources may appoint an applicant who meets the minimum qualifications to a Permanent Full-Time position for which competition has not been conducted for a period not to exceed ninety (90) calendar days. A provisional appointment shall only be used when in the opinion of the City Manager it is essential to the efficient operation of the City, the health and safety of citizens, or preservation of City property. Those appointments shall continue only until appropriate competition is conducted, a qualified individual is selected, or the position is no longer available.

Acquisition of Permanent Status

In order to acquire permanent status an individual must participate in a competitive process and be selected for permanent appointment as provided in Section III of this Chapter.

Probationary Period

A. Purpose of Probationary Period

The probationary period is an integral part of the employment relationship and shall be used to assess the new employee's suitability, work performance and conduct. An employee may be separated during the probationary period if the employee does not meet expectations.

B. Length of Probationary Period

The probationary period for permanent positions shall be twelve (12) months. The probationary period for sworn Police Division, uniformed Fire and Rescue Division, and 911 Telecommunications Specialists personnel shall encompass the required

training period plus twelve (12) months in a regular duty assignment. When an employee is in a non-work status (e.g. work related injury or occupational disease, FMLA, extended leave without pay, military leave) for a prolonged period (usually more than thirty (30) days or 240 hours), the Department Head may extend the probationary period for a time period that shall not exceed the total time of the employee's absence from regularly assigned duties. This extension shall be documented by the Department Head in a memorandum to the Director of Human Resources and a copy provided to the employee.

C. Extension of Probationary Period

Department Heads may, with job related justification, extend the initial probationary period for an additional period of time not to exceed six (6) months. Extensions of the probationary period shall be documented and included in the employee's personnel file in the Department of Human Resources. The probationary period extension shall be discussed with the employee prior to the end of the initial probationary period and the employee shall be notified in writing of the specific reasons for such extension.

D. Disciplinary Actions during Probationary Period

Employees who have not completed the probationary period may be subject to disciplinary action as outlined in Chapter Two, "Employee Relations", as deemed appropriate by the manager/supervisor and/or Department Head. An employee disciplined during the probationary period shall have no grievance rights against such action.

E. Separation during Probationary Period

At any time during the probationary period the Department Head in coordination with the Director of Human Resources or designee may separate an employee if the employee fails to meet expectations (see Chapter Nine, "Separations" for required notice period). An employee separated from employment during the probationary period shall have no grievance rights against such separation.

Temporary Assignments and Temporary Promotions

Temporary assignments and promotions may be initiated in certain circumstances as described below:

A. Temporary Assignments

Temporary assignment of an employee to a vacant position or alternate duties and responsibilities other than that to which the employee is normally assigned may be used to meet emergencies, to cover anticipated absences, pending official assignment of personnel or restructuring of the department and/or development of a position. Except as provided below, employees shall not normally be temporarily assigned to higher level positions, or duties, in excess of a total of ninety (90) work days or 720 hours, in any twelve (12) month period. Approved temporary assignments and the reasons therefore shall be made a part of the employee's personnel file and any qualifying experience gained may be used in any competitive examinations or applications filed subsequent to such temporary assignment. Temporary assignments of thirty (30) working days or 240 hours or less shall be exempt from the formal documentation and approval requirements of this section.

Where reorganization is pending employees may be assigned alternate duties for an indefinite period of time. However, if the reorganization results in higher level duties

that warrant a permanent or temporary promotion, the employee shall be compensated at the appropriate higher rate retroactive to the date on which a normal temporary assignment would end.

B. Temporary Promotion

Temporary promotions shall not exceed twelve (12) consecutive months. They may be used during the extended absence of an incumbent, to fill a vacancy until a permanent appointment is made, or to assign responsibility for an increased workload. Temporary promotions are normally used when the maximum period of temporary assignment has expired or when a temporary assignment is not appropriate. An employee must meet the minimum qualifications of the higher level position in order to be temporarily promoted to that position.

An employee in a temporary promotion shall not be permanently promoted without having participated in a competitive process under the provisions of this manual. An employee in a temporary promotion during a reduction-in-force shall compete at the level of the regular permanent position. At the termination of a temporary promotion the employee is returned to the regular position and rate of pay plus any applicable adjustments made subsequent to the temporary promotion not to exceed the maximum of the pay range. Merit increases for employees in a temporary promotion shall be calculated based on the employee's base pay in the regular position and be added to the employee's total salary. Temporary promotion documentation shall be made a part of the employee's personnel file and any qualifying experience gained may be used in any competitive examination or application filed subsequent to such temporary promotion.

Permanent Promotions

For the purpose of this manual the term "promotion" shall mean the movement of an employee from a position on a pay range to a position on another pay range with a higher midpoint. All promotions to permanent positions shall be made on the basis of competitive procedures unless an exception is provided elsewhere in this manual.

Under no circumstances shall an employee be promoted (temporarily or otherwise) if performance is less than ‘Met’, or if the merit increase has been deferred because of less than ‘Met’ performance, until the overall performance has improved and been documented as being ‘Met’ or better.

Progression through a Pay Band

For the purpose of this manual the term "progression" shall mean the movement of an employee through zones in a pay band in accordance with criteria established in a broad band compensation plan. Employees covered by the provisions of such plans may move from one zone to a higher zone within the band without competition. The employee's pay shall be administered in accordance with the departmental plan.

Reassignments

For the purpose of this manual the term "reassignment" shall mean the transfer of an employee from one position to another position for which the same or a lower pay range midpoint is prescribed and which does not involve poor performance or misconduct. Reassignment may be at the employee's request for developmental or other reasons, or for valid management reasons. While reasonable consideration shall be given to the employee’s preference, management considerations shall take

precedence. The employee shall have no grievance rights against reassignment to positions in the same pay range.

A. Reassignment to a Position in the Same Pay Range

A Department Head may reassign an employee from one position to another position at the same pay range within the department provided the employee meets the established minimum qualifications for the assigned position. The reassignment of an employee from a position in one department to a position in another department at the same pay range shall have the approval of both Department Heads and the Director of Human Resources. Requests for such reassignments shall be initiated by the Department Head receiving the employee and shall show that the employee meets the established minimum qualification standards.

B. Reassignment to a Position in a Lower Pay Range

Reassignment to a position in a lower pay range occurs when an employee's position is assigned to a pay range with a lower midpoint, for purposes of reduction-in-force, when an employee requests and is granted assignment to a position at a lower pay range, or when an employee competes for and/or accepts reassignment at a lower pay range at the request of management.

1. Because of staffing level adjustments, budget constraints, changes in mission, and other management considerations, it may become necessary to change the duties and/or level of responsibilities assigned to certain positions. This may result in a position being assigned to a lower pay range. Employees in those positions will be treated as if affected by a reduction-in-force, with the following

exceptions:

a. Affected employees will be eligible for placement in current vacant positions only.

b. Affected employees will be given at least eight (8) weeks of pay protection, advance written notice of upcoming reassignment to a lower pay range, and shall have the new rate of pay set in accordance with the provisions of Chapter 5, Section VIII B.

c. During the eight (8) week notice period every attempt will be made to reassign affected employees to vacant positions within the current pay range.

d. Re-promotion rosters of affected employees will be maintained by the Department of Human Resources for a period of ninety (90) days from the effective date of reassignment during which time the affected employees will be automatically placed into vacant positions at the former title and pay range, provided the performance evaluation of record is at least 'Met' and no serious disciplinary actions are pending.

Demotion

A demotion occurs when a permanent employee is assigned to a position with a lower pay range midpoint, or at a lower pay rate in the case of WAE employees, due to

poor performance, failure to meet job requirements, or misconduct. Demotion may be used to change an employee to a position at a lower pay range when it becomes necessary to remove an employee from the assigned position for less than 'Met' performance, inability to perform the duties due to an unsatisfactory driving record, loss of a required license, or other similar circumstances. Proposed actions under these circumstances shall be coordinated with the Director of Human Resources or designee by the Department Head prior to initiating the demotion. Demotions related to less than 'Met' performance, or for disciplinary reasons, shall be administered under the provisions of Chapter 5, Section VII for the purposes of setting pay. Employees demoted for less than 'Met' performance rather than disciplinary reasons shall be given seven (7) calendar days advance written notice of such demotion and the notice shall inform the employee of the specific reasons for the demotion. Demotions for disciplinary reasons shall be administered under the same notice and response guidelines as for dismissals.

Fitness for Duty

A Department Head may require a fitness for duty examination when an employee exhibits periodic disruptive behavior, poor performance, excessive absenteeism, or if the employee's presence constitutes a potential danger to the employee or others. The Department of Human Resources will coordinate the fitness for duty examination at the requesting department's expense. If the examining physician determines that the employee is unable to perform the essential functions of the position, the employee may be reassigned or separated from employment in

accordance with City policies and applicable laws and regulations. If the examining physician determines the employee is able to perform the essential functions of the position, the Department Head shall take appropriate personnel action under the applicable provisions of this manual. Refusal to comply with a fitness for duty examination may result in disciplinary action.

Reduction-in-Force

A reduction-in-force (RIF) occurs when a Permanent Full-Time employee's position is eliminated due to budgetary restrictions, lack of work, reorganization, or other similar reasons. Employees who have completed the probationary period and whose most recent overall performance management evaluation rating is 'Met' or better shall be eligible for reassignment under the City's reduction-in-force procedures**.**

A. Identification of Employees Affected by RIF in Multiple Incumbent Positions

If a position with multiple incumbents is targeted for elimination, the Director of Human Resources shall establish a retention register for the affected department to include the names of all employees within that department currently assigned to the targeted position as follows:

1. The Department of Human Resources shall assign points based on full years of service with the City of Hampton and the most recent performance evaluation for merit increase purposes.
2. All employees assigned to the targeted position shall receive one (1) point for each full year of service with the City of Hampton.

3. In addition, all employees assigned to the targeted position shall receive zero (0) points for an overall rating of ‘Met’ or ‘Achieved’ , five (5) points for an overall rating of ‘Surpassed’, or seven (7) points for an overall rating of ‘Exceeded’.

4. All points shall be assigned and totaled for each employee. A retention register shall be developed in ascending order from lowest to highest total retention points. Employees shall be identified for reduction-in-force beginning with the employee with the lowest number of points on the retention register.

5. Ties in points will be administered as follows:

   a. Preference will be given to employees having the greatest number of performance points.

   b. Preference will be given to employees based on date of hire/rehire as a Permanent Full-Time employee when both performance points and seniority points are tied.

   c. Preference will be given based on official employment record and history of formal disciplinary action when two (2) or more employees have the same total retention points and the date of hire/rehire is the same.

B. Filling of Vacancies in Lieu of Separation

During a reduction-in-force, the Department of Human Resources may suspend normal recruitment procedures as necessary and shall attempt to reassign Permanent

Full-Time employees affected by RIF (whose overall performance management evaluation rating is 'Met' or better) in a manner which results in the least possible adverse affect upon the employee. This may occur in several ways:

a) The employee will be encouraged to compete for vacancies available in a higher pay range for which the employee meets the minimum qualifications

b) The employee shall be referred for consideration or reassigned to a vacant position in the same pay range for which the employee meets the minimum qualifications

c) The employee shall be referred for consideration or reassigned to a vacant position in a lower pay range for which the employee meets the minimum qualifications

d) The employee may be separated from employment as a last resort.

A Permanent Full-Time employee identified for separation shall be given thirty (30) calendar days advance written notice of such separation by the Director of Human Resources. In all circumstances involving the transfer of an employee to a different position, the employee's salary will be administered in such a way as to have the least possible adverse affect upon the employee. An employee who is offered and accepts a position in a lower pay range under these procedures, shall be considered as having been reassigned through no fault on the part of the employee and shall have pay adjusted under the provisions of Chapter 5, Section VIII B of this manual. In cases where an employee's salary exceeds the maximum of the pay range for the new position, the employee's salary will be maintained at the higher rate of pay for eight (8) weeks after reassignment and then adjusted to the maximum of the pay range.

Priority consideration shall be given to employees referred under these

provisions and hiring managers shall fully justify a decision not to select a referred employee. This justification shall be in writing and submitted to the City Manager through the Director of Human Resources for a final decision. Management considerations shall take precedence over an employee's preference in reassignment actions. The employee will receive only one (1) placement offer in lieu of separation. If the employee rejects the placement offer, the employee shall forfeit all re-promotion and re-employment rights.

C. Re-Promotion and Re-Employment After Reduction in Force

1. Re-Promotion Rosters

An employee reassigned to a lower pay range due to reduction-in-force will remain on a Re-Promotion Roster for ninety (90) days from date of reassignment and will be offered any vacancy occurring at the employee's former title and pay range without competition providing the employee's performance rating is 'Met' or better and no serious disciplinary actions are pending.

2. Re-Employment Rosters

An employee separated from employment due to reduction-in-force will remain on a Re-Employment Roster for ninety (90) days from date of separation. During this period the individual will be offered any vacancy occurring at the former title and pay range, or other similar vacant positions in the same pay range or below for which the separated employee is qualified, provided there are no serious disciplinary actions pending and the performance rating was at least 'Met' at the time of separation.

D. Grant Funded Employees and Other Special Situations

Department Heads shall be responsible for notifying grant-funded employees of possible grant termination not later than thirty (30) calendar days prior to scheduled termination of the grant. A copy of the written notification shall be sent to the Director of Human Resources who shall obtain the City Manager's determination regarding the applicability of the reduction-in-force procedures. The RIF procedure may be waived in whole or in part, or expanded to include individual cases involving special situations or employees with unique or special skills, by the City Manager.

Responsibility for Human Resources Administration

The Director of Human Resources shall be responsible for the development and maintenance of all documentation and procedures required to formalize employment and to effectively implement this manual. All official employment records, including individual personnel files, medical records, and recruitment files shall be managed by the Department of Human Resources.

The Director of Finance will develop and implement procedures necessary to ensure that employee pay rates and pay changes are supported by appropriate documentation, processed, and authorized in accordance with sound and accepted accounting principles. Leave, payroll and benefits records shall be maintained by the Department of Finance.

Each department shall maintain official time and attendance documentation for departmental employees. Employee records are retained in accordance with the State of Virginia record retention guidelines.

A. Documentation Of Personnel Actions

An individual selected for employment shall not commence work until the appropriate pre-employment screenings, new hire orientation and required documentation (e.g. payroll, benefits, I-9) are complete. All employment actions will comply with established procedural and documentation guidelines as authorized by the Director of Human Resources or designee.

B. Disclosure Of Employee Information And Data

The Department of Human Resources maintains employee information and data intended for official use.

1. **Information Requested by City Departments**

   Routine requests for employee information shall be given to representatives of City departments if it is certain that there is a need for the information. Requests shall be referred to the Director of Human Resources or designee who shall ensure that the individual making the request is a City employee and that the requested information is necessary.

2. **Information Requested by Current and Former Employees**

   Upon providing proof of identification, current and former employees have the right to review information maintained in official personnel files. Current and former employees shall do so by contacting the Department of Human Resources during normal business hours.

3. **Information Requested by Individuals Outside of the City Organization**

Requests for information concerning City employees are often received from federal agencies, credit bureaus, individual employers, and others. The following information may be given in response to these requests:

a. Verification of Name

b. Verification of Employment

1. Present Employees - Verification that the individual is employed by the City

2. Terminated Employees - Dates of employment

c. Verification of other information will be given upon the presentation of a release signed by the employee

d. Verification of information will be provided to federal and state agencies that are legally entitled to the information

e. Verification of information will be provided as mandated by federal and state law

Scheduling of Work

A. Administrative Workweek

Seven (7) consecutive calendar days constitute an administrative workweek. The administrative workweek begins at 12:01 a.m. Saturday and ends at 12:00 midnight on the following Friday. The calendar day on which a shift begins is considered the day of duty for that day even though the work schedule may extend into the next calendar day or into the following administrative workweek.

B. Regular Workday

The regular workday for most City employees shall be five (5) eight (8) hour days, Monday through Friday from 8:00 a.m. to 4:30 p.m. with a one-half (.5) hour meal period.

C. Alternative Work Schedules and Arrangements

1. General Workforce

Alternative work schedules may include any daily or weekly work schedule or work arrangement that is approved by the Department Head, including work-at-home, telecommuting, job sharing, flex-time, compressed work week, and/or other scheduling designed to accommodate extended hours of operation. Implementation of an alternative work schedule must be documented and coordinated with the Director of Human Resources or designee. Department Heads authorizing alternative work schedules and arrangements shall do so in accordance with City policies as outlined in the Personnel Administrative Instruction.

2. Uniformed Fire and Rescue Division Employees

Uniformed Fire and Rescue Division employees may have work schedules consisting of an average of fifty-two (52) hours per administrative workweek for a total of 156 hours every twenty-one (21) day cycle or a total of 2704 hours per year. The Fire Chief or designee shall utilize a shift arrangement that assigns uniformed non-exempt operational Fire and Rescue Division employees to duty for six (6) twenty-four (24) hour shifts and one (1) twelve (12) hour shift in a twenty-one (21) day cycle. Employees assigned to positions determined to be exempt under the Fair Labor Standards Act are

expected to work such hours necessary to accomplish the assigned responsibilities without additional compensation.

3. Sworn Police Division Employees

Sworn Police Division employees may have work schedules consisting of an average of forty (40) hours per administrative workweek for a total of 170 hours every twenty-eight (28) day cycle or a total of 2080 hours per year.

D. Meal Periods

Meal periods during which the employee is entirely free of job duties are not considered compensable time.

When the work schedule will not permit time off for meal periods, an on-the-job meal period of less than thirty (30) minutes may be authorized. The employee must spend the on-the-job meal period at or near the work station. Under these conditions, any authorized meal period of less than thirty (30) minutes shall be compensable time.

E. Make Ready And Clean-Up Time

Incidental duties that are directly connected with the performance of a job (e.g. obtaining and replacing work tools or materials) shall be considered part of the job requirements. When work shifts overlap, the shifts will be arranged so that time required for incidental duties will be part of the regularly scheduled work day. When incidental duties cannot be made a part of the regularly scheduled workday, the extra time that is compensable shall not exceed thirty (30) minutes per day.

Safety

The City Safety Program is dedicated to providing the safest working environment possible for all City employees. Department Heads are responsible for

maintaining a safe work environment. As a condition of employment, employees are required to follow safety procedures and guidelines. Employees shall:

1. Report all unsafe conditions to the manager/supervisor.
2. Keep work areas clean and orderly at all times.
3. Report all accidents immediately to the manager/supervisor.
4. Obey all safety rules and follow published work instructions.
5. Wear required personal protective equipment.
6. Actively participate in and support safety practices.

Specific procedures for reporting and investigating accidents shall be contained in a Chapter 6, Section IV Workers' Compensation and the associated Personnel Administrative Instruction.

XXI. Searches

The City reserves the right to conduct investigatory searches, without employee consent, of all areas and property over which the City maintains full control or joint control with an employee. Such areas and property include, but are not limited to, desks, closets, bookcases, lockers, file cabinets, City vehicles and/or private vehicles used in conducting City business. When feasible, investigatory searches should be approved in advance by the Department of Human Resources.

Chapter Nine

Separations

Table of Contents

I. Resignation 1

II. Retirement 2

III. Abandonment of Position 2

IV. Separation During Probationary Period 2

V. Separation Without Prejudice 3

VI. Separation of WAE Employees 3

VII. Death 4

VIII. Dismissal 4

IX. Reduction-In-Force 5

X. Separation Agreements 5

Personnel Administrative Instruction - 9.1 Exit Procedure

CHAPTER NINE

SEPARATIONS

I. Resignation

Resignation is a separation initiated by an employee. Resignations shall be submitted to the employee's manager/supervisor or Department Head in a format prescribed by the Department of Human Resources and shall include date of notice, effective date of resignation, and the reason(s) for resignation. In the event of a verbal resignation, the Department Head or manager/supervisor shall obtain the required information and complete the separation form indicating that a verbal resignation was given. Once a resignation is submitted by an employee and accepted by the Department Head or designee it may not be withdrawn unless the Department Head agrees with the withdrawal.

Employees who wish to resign shall be required to give at least fifteen (15) calendar days notice in order to separate in good standing and receive any associated re-employment benefits. The fifteen (15) calendar days notice may be waived by the Department Head if circumstances warrant. Employees may be retained in a duty and pay status or given the option to use available accrued annual leave during the notice period at the discretion of the Department Head. Resignations shall not be requested or demanded by managers/supervisors, nor shall attempts be made to coerce employees into resigning. However, an employee may be informed of the option of resigning. An employee who wishes to resign while a dismissal is pending may do so with the approval of the Department Head. An employee who resigns pending dismissal shall waive grievance rights.

II. Retirement

Retirement is a separation initiated by either an eligible employee as a voluntary retirement or by management as required by law. Retirement is mandatory due to age in uniformed Public Safety positions. In both instances the requirements and procedures of the Virginia Retirement System (VRS) / Hampton Employee Retirement System (HERS) shall apply.

III. Abandonment of Position

An employee who, without justification acceptable to the Department Head, fails to report to work for three (3) consecutive work days may be separated for abandonment of position. The separation shall be considered a resignation without appropriate notice. Prior to separation, a reasonable effort shall be made by the Department Head or manager/supervisor to contact the employee to determine the reason for the absence and make an appropriate decision regarding continued employment. Notice of the separation and its reasons shall be sent to the employee's last known address.

IV. Separation during Probationary Period

An employee shall be separated during the probationary period for failure to meet performance expectations, or demonstrate acceptable attitude, conduct, or dependability. The employee shall be notified in writing by the Department Head of the reasons for and the effective date of the separation and continued employment status during the notice period. An employee shall be given seven (7) calendar days advance written notice of separation and remain in a duty and pay status unless the employee's

continued presence on the job represents a hazard to self or others, or adversely affects productivity, morale, or the City's image.

V. Separation without Prejudice

Separation without prejudice shall be used when an employee is:

- unable to perform the essential functions of the position with or without reasonable accommodation
- unavailable to report to work
- no longer in possession of a required license or qualification
- involved in circumstances causing conflicts with other policies or for other valid reasons.

Employees shall be given at least fifteen (15) calendar days advance written notice signed by the Department Head. The notice shall inform the employee of the specific reason(s) for the separation and shall include reference to the rule, regulation, policy, procedure, manual reference, or federal or state code upon which the decision is based. The employee shall be retained in a duty and pay status during the notice period unless the employee's continued presence on the job represents a hazard to self or others, or adversely affects productivity, morale, or the City's image. If the employee is unable to report for work during the notice period, the Department Head may fill the employee's position.

VI. Separation of WAE Employees

A WAE employee may be separated at any time for any reason, except in the case of disability due to work related injury or occupational disease. WAE employees

shall be given seven (7) calendar days advance written notice of separation and retained in a duty and pay status, unless the reason for separation is misconduct or other cause for disciplinary action, significant change in the employee's assignment, or other valid reasons.

VII. Death

The Department Head or designee of an employee who dies while employed by the City shall be responsible for notifying the Departments of Human Resources and Finance of the employee's death. Separation shall be effective on the date of the employee's death as recorded on the official death certificate. The Retirement Systems Coordinator shall assist the surviving beneficiary(ies) with the settlement of all benefits and claims.

VIII. Dismissal

Dismissal shall be used to separate an employee for misconduct or poor performance. Dismissals of permanent employees, except the City Manager, City Attorney, Assistant City Managers, Assistants to the City Manager, Council appointees, Department Heads, and personnel assigned to the Executive Compensation Pay Plan shall be effective only after the employee has been presented with notice and reasons for the dismissal.

Permanent employees shall be given fifteen (15) calendar days advance written notice of proposed dismissal from employment signed by the Department Head. The format and content of the notice is prescribed in Chapter Two (Employee Relations) of this manual. The notice shall allow the employee at least seven (7) calendar days to reply to the charges and show cause why the dismissal action should not be taken. The

employee's reply may be verbal and/or in writing and shall be addressed to the Department Head. The employee shall, upon request, be granted an opportunity to meet with the Department Head to discuss the proposal to dismiss prior to the Department Head's final decision. The Department Head will notify the employee of the final decision in writing at least four (4) calendar days prior to the end of the fifteen (15) calendar day notice period. The final decision shall include notification of the employee's grievance rights, if applicable. The employee shall be retained in a duty and pay status during the notice period unless the employee's continued presence on the job represents a hazard to self or others, or adversely affects productivity, morale, or the City's image in which case the employee shall be suspended or placed on administrative leave at the discretion of the Department Head in coordination with the Director of Human Resources or designee.

IX. Reduction-In-Force

Permanent employees identified, in accordance with Chapter 8, Section XVII, for separation due to reduction-in-force shall be given thirty (30) calendar days advance written notice by the Director of Human Resources. The employee shall be retained in a duty and pay status during the notice period unless the employee's position is funded from an external source that becomes unavailable.

X. Separation Agreements

Formal separation agreements provide an alternative for ending the employment relationship in a non-adversarial fashion. The agreements may be developed and implemented by the Director of Human Resources or designee in coordination with the City Attorney or designee and with the approval of the City Manager or designee. The

agreements shall be a non-punitive resolution of the employment relationship in the best interest of all parties. Decisions to enter into separation agreements shall be completely voluntary on the part of the City and the employee, documented on a case-by-case basis and signed by all parties.